

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

_____)	
ELOUISE PEPION COBELL, et al.,)	
)	
Plaintiffs,)	
v.)	No. 1:96CV01285(TFH)
)	
KEN SALAZAR, Secretary of)	
the Interior, et al.,)	
)	
Defendants.)	
_____)	

JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

December 10, 2010

TABLE OF CONTENTS

I. INTRODUCTION 1

II. FACTUAL SUMMARY 6

 A. THE SETTLEMENT AGREEMENT 6

 1. Classes Settled by this Agreement..... 6

 2. Monetary Terms..... 8

 3. The Accounting/Trust Administration Fund..... 9

 a. Stage 1 payments. 9

 b. Stage 2 payments 10

 4. Trust Administration Adjustment Fund. 12

 5. The Trust Land Consolidation Fund. 12

 6. Indian Education Scholarships..... 13

 7. Taxes and Eligibility for Benefits 14

 8. Releases..... 14

 9. Attorneys’ Fees 15

 10. Secretarial Commission on Trust Reform..... 17

 B. The Notice Program..... 17

 1. Characteristics of the Classes Settled by this Agreement..... 17

 2. The Parties Have Agreed on a Comprehensive Notice Program..... 18

III. ARGUMENT 24

 A. Preliminary Approval of the Settlement Agreement is Proper 24

 1. The Settlement Agreement Fairly Resolves this Litigation..... 24

 2. The Settlement is the Result of Arms-Length Negotiations. 26

 3. The Terms of Settlement Reflect the Strength of Plaintiffs’ Case
and the Reality that No End is in Sight..... 27

4.	Settlement is Timely	29
5.	Counsel Believes the Settlement is Fair and Reasonable	29
6.	The Parties Have Agreed to an Award of Attorneys’ Fees and Costs to Plaintiffs Within a Range Subject to the Court’s Discretion.....	30
7.	Class Representatives Are Treated Reasonably.....	31
B.	The Trust Administration Class Should Be Certified And the February 4, 1997, Certification Order Modified.	32
1.	This Court’s Certification Order Describing the Historical Accounting Class Should be Modified in Accordance with the Settlement Agreement.....	32
2.	The Court Should Certify the Trust Administration Class for Purpose of Settlement.	32
C.	The Notice Program Should Be Approved.....	33
1.	The Notice Program Provides the Best Possible Notice to Class Members	33
2.	The Long-Form Notice Satisfies the Requirements of Rule 23.....	34
3.	No Other Notice is Required for the Settlement to Be Effective.....	36

I. INTRODUCTION

On December 7, 2009, the parties executed an agreement to settle this litigation contingent upon authorizing legislation and this Court's approval ("Settlement Agreement" or "Agreement").¹ On the same date, the Parties executed an Agreement on Attorneys' Fees, Expenses, and Costs ("Attorneys' Fee Agreement") to address compensation to Class Counsel. On February 26, 2010, the Parties modified the Settlement Agreement to revise, among other things, the first sentence of paragraph C2b of the Agreement to read: "The deadline for those Class Members in the Trust Administration Class to opt out will be ninety (90) days from the first day Notice is sent."² On November 17, 2010, the Parties modified the Agreement in light of discussions with Congress.³

On November 30, 2010, following twelve months of debate, Congress approved the Agreement with the modifications agreed to by the Parties. On December 8, 2010, the President signed the Claims Resolution Act of 2010 (the "Claims Resolution Act") into law and formalized approval of the settlement by Congress and the Executive Branch.⁴ Now, the settlement is before this Court for preliminary approval in accordance with governing law.

This action was filed by Elouise Pepion Cobell ("Ms. Cobell"), Mildred Cleghorn, Thomas Maulson and James Louis LaRose (collectively, "Named Plaintiffs")⁵ on June 10, 1996,

¹ The Settlement Agreement and its exhibits are attached as Exhibit 2.

² The February 26, 2010, Modification is attached as Exhibit 6.

³ The November 17, 2010 Modification is attached as Exhibit 12.

⁴ Claims Resolution Act of 2010, Public Law 111-291 (Dec. 8, 2010; 124 Stat. 3064). The Claims Resolution Act of 2010 is attached as Exhibit 3.

⁵ Earl Old Person, a named plaintiff in the original complaint, was removed by order on March 5, 2003 [Dkt. No. 1864]. On February 4, 1997, this Court certified a "plaintiff class consisting of present and former beneficiaries of Individual Indian Money accounts (exclusive of those who prior to the filing of the Complaint herein had filed actions on their own behalf alleging claims included in the Complaint)"; approved the Named Plaintiffs as representatives of the class; and approved class counsel. *See* Order Certifying Class Action [Dkt. No. 27]. Mildred Cleghorn passed away in 1998 and is now represented by her daughter Penny.

in their own behalf and on behalf of over 500,000 similarly situated individual Indian trust beneficiaries to enforce trust duties the United States owes to the those beneficiaries, including without limitation the fiduciary duty to provide an historical accounting of Individual Indian Money (“IIM”) accounts and the subsidiary duty to reform broken trust management systems. Named defendants to the lawsuit in their official capacity as trustee-delegates of the United States are Secretary of the Interior, Ken Salazar; Secretary of the Treasury, H. Timothy Geithner; and Assistant Secretary for Indian Affairs, Larry Echohawk.

When this action was filed, the United States had failed to discharge its trust duty to provide an accounting of trust fund assets held in trust for individual Indians. *See, e.g., Cobell v. Norton*, (“*Cobell VP*”), 240 F.3d 1081, 11102 (D.C. Cir. 2001). Chief Judge Royce C. Lamberth, upon learning of the parties’ agreement to settle the case, described it as “one of the most complicated and difficult cases ever to be litigated in this court.”⁶ Over the course of more than fourteen years, the litigation encompassed approximately 250 days of hearings and trials, 10 interlocutory appeals, one *en banc* petition to the D.C. Circuit, and two petitions for writs of certiorari to the Supreme Court. With that history in mind, the parties now jointly move the Court to approve the settlement to which the parties have agreed and that Congress and the President have approved.

On December 21, 1999, this Court declared the United States in breach of trust duties that it owes to the plaintiff class. *See Cobell v. Babbitt*(“*Cobell V*”), 91 F. Supp. 2d 1, 6 (D.D.C. 1999), *aff’d*, 240 F. 3d 1081 (D.C. Cir. 2001). At that time, this Court ordered Interior defendants to conduct an historical accounting of individual Indian beneficiaries’ trust fund

⁶ Remarks of the Honorable Royce C. Lamberth, Chief Judge, United States District Court for the District of Columbia at the December 8, 2009, ceremony honoring the Honorable James Robertson at 5. Transcript attached as Exhibit 4.

assets. *Id.* at 41-42. To date, however, the historical accounting has not been completed nor statements of account rendered and, absent settlement, this case will not conclude “in the foreseeable future”⁷ no matter how much more money is appropriated.

In July 2009, the parties initiated settlement discussions.⁸ For five months, the parties engaged in good faith, intense, and, from time to time, contentious negotiations, culminating in the settlement that is the subject of this motion.⁹ Secretary Salazar confirmed the significance of this settlement and explained that the litigation has brought a “national injustice” to the attention of the country and moved the United States to “right a past wrong.”¹⁰ This Court is fully in accord, finding that, here, “[h]uman welfare and livelihood are at stake.” *Cobell V*, 91 F. Supp. 2d at 6.

In an effort to resolve this long-standing dispute, the parties have come to a settlement. What is before this Court is the product of difficult, arms-length negotiations that is in the best interest of the class members and the United States. Ms. Cobell, class counsel, and government officials have traveled throughout Indian Country holding – and attending – public meetings to explain the terms of the settlement, provide advance information on beneficiaries’ rights and obligations under the Settlement Agreement, correct misinformation, and listen to concerns of class members about fairness as well as the need for a prompt resolution of this case.

Congressional review of the settlement began immediately after it was announced by the President on December 8, 2009, and extended into the next year as both Houses considered and debated the terms. In addition, the parties and their counsel engaged in numerous briefings and

⁷ See Settlement Agreement at 4.

⁸ This marked the eighth time that the parties participated in mediations and settlement negotiations in this case.

⁹ See Exhibit 2.

¹⁰ See December 8, 2009 comments of Secretary Salazar at <http://www.cobellsettlement.com/press/video.php>.

discussions with Members of Congress and their staff. Hearings were held before the committees of jurisdiction in both Houses. After initial passage in the House, amendments were proposed in the Senate. Following several weeks of discussion, the proposed legislation was amended, and the parties agreed to conform the Settlement Agreement to the amended legislation.¹¹ The modifications are intended to ensure fairness of the settlement, nothing more.¹² With the necessary legislation enacted, the Agreement as modified is now before this Court. The parties respectfully request that the Court grant preliminary approval of the settlement as approved by Congress.

Further, as a principal component of settlement, the parties respectfully request that this Court certify the Trust Administration Class¹³ in accordance with Rule 23(b)(3) of the Federal

¹¹ The Senate unanimously passed the settlement legislation, as amended. The September discussions with Senators and their staff resulted in five principal changes to the settlement legislation and the Agreement, as set forth in the November 17, 2010 Modification (Exhibit 12): (1) the Secretary of the Interior will consult with Indian Country about the Land Consolidation program, (2) the Secretary will also consult with Indian Country about his appointments to a special Board of Trustees that will govern the Scholarship Fund; (3) an additional \$100 million will be re-allocated from the Trust Land Consolidation Fund to a Trust Administration Adjustment Fund to be paid to low-payment Trust Administration Class members; (4) the district court will determine the amount to which the plaintiffs may be entitled for incentive awards and for attorneys' fees, expenses, and costs, in accordance with controlling law, including with respect to attorneys' fees, expenses, and costs, any applicable rule of law requiring counsel to produce contemporaneous time, expense, and cost records, and giving due consideration to the special status of class members as beneficiaries of a federally created and administered trust; and, (5) the notice shall contain a description of all material provisions of the Attorneys' Fee Agreement.

¹² Over the course of the year, the Settlement Agreement has been modified on several occasions to extend its term, to provide an additional 30 days during the notice period, and to provide for modification of the legislation pursuant to the September discussions. The modifications are set forth in Exhibits 5 - 12. Note that the third modification of the settlement agreement was an oral extension agreed-to by the parties. Exhibit 7 (April 8, 2010 Hearing Transcript) at 5:2-4 ("I have consulted with the parties before coming here today, and I am hereby approving their agreement to extend the deadline again . . .").

¹³ See Settlement Agreement at A(35).

Rules of Civil Procedure and modify the February 4, 1997 Class Certification Order [Dkt. No. 27] accordingly. An amended complaint and corresponding motion to amend are submitted contemporaneously with this motion to ensure final resolution of this action in accordance with the special jurisdiction conferred upon this Court pursuant to the Claims Resolution Act of 2010.¹⁴ The settlement, therefore, comprises two separate but overlapping classes: a Trust Accounting Class and the Trust Administration Class.

Given the numerosity and geographical diversity, potential language barriers, and limited access to news media of the class members, as well as the number of mailing addresses that are unknown, the parties have committed to a comprehensive outreach program to assure to adequate class notice. The parties have selected Kinsella Media, LLC (“Kinsella Media”) as Notice Contractor. At the parties’ request, Kinsella has developed a comprehensive, detailed Notice Program (the “Notice Program”) that will satisfy the requirements of Rule 23.¹⁵

Plaintiffs and defendants respectfully request, therefore, that this Court grant preliminary approval of the Settlement Agreement, and also approve the proposed Notice Program, the form of Notice, Kinsella Media as Notice Contractor, and the Garden City Group, Inc. (“GCG”) as Claims Administrator¹⁶ To facilitate the settlement, plaintiffs have also submitted separate unopposed motions today to request that the Court: (1) grant leave to amend the Complaint; (2) modify the Class Certification Order of February 4, 1997; and (3) approve JPMorgan Chase, N.A. as the Qualifying Bank for the deposit of settlement funds.

¹⁴ See Claims Resolution Act § 101 (d) (2).

¹⁵ The Notice Plan is attached as Exhibit 13.

¹⁶ The parties selected GCG as Claims Administrator pursuant to A(5) of the Settlement Agreement.

II. FACTUAL SUMMARY

A. THE SETTLEMENT AGREEMENT

1. Classes Settled by this Agreement

On February 4, 1997, this Court granted Plaintiffs' Motion for Class Certification pursuant to Fed. R. Civ. P. 23(b)(1)(A) and (b)(2) "on behalf of a plaintiff class consisting of present and former beneficiaries of Individual Indian Money accounts (exclusive of those who prior to the filing of the Complaint herein had filed actions on their own behalf alleging claims included in the Complaint)."¹⁷ This Court reserved the right to modify the certification order as the interests of justice required.

In different decisions, this Court and the court of appeals have clarified the nature and scope of this class to exclude: (a) income derived from individual Indian trust land received by a beneficiary on a direct pay basis, *Cobell v. Kempthorne* ("Cobell XX"), 532 F. Supp. 2d 37, 95-96 (D.D.C. 2008), *rev'd on other grounds*, *Cobell v. Salazar* ("Cobell XXII"), 573 F. 3d 808 (D.C. Cir. 2009); (b) income derived from individual Indian trust land under the management of tribes, *id.*; (c) IIM accounts closed prior to October 25, 1994,¹⁸ *Cobell XXII*, 573 F. 3d at 815; and (d) heirs to money from closed accounts that were subject to final probate determinations, *id.*

The current definition of the Historical Accounting Class as provided in the Settlement Agreement,¹⁹ incorporates these judicial modifications. Members of the Historical Accounting Class consist of:

a. Individual Indian beneficiaries alive on September 30, 2009 (and deceased beneficiaries who had an open IIM Account as of that date), who:

¹⁷ See Order Certifying Class Action at 2-3 (Feb. 4, 1997) [Docket No. 27].

¹⁸ October 25, 1994 is the effective date of the American Indian Trust Reform Act of 1994, Pub. L. No. 103-412, 108 Stat. 4239, codified (as amended) as 25 U.S.C. § 162a *et seq.* (the "Trust Reform Act").

¹⁹ See Settlement Agreement at A(16).

1. had not filed an action for an historical accounting on their own behalf prior to June 10, 1996; and

2. had an IIM account open during any period between October 25, 1994, and September 30, 2009; and

3. had at least one cash transaction credited to that IIM account as long as such credit was not later reversed.

b. The estate of any Historical Class Member who dies after September 30, 2009, but before distribution.

The Amended Complaint incorporates the current definition of the Historical Accounting Class as set forth in the Settlement Agreement.²⁰

The Settlement Agreement and Amended Complaint identify a new “Trust Administration Class” consisting of:

1. Individual Indian beneficiaries alive as of September 30, 2009 (and the estate of any such beneficiary whose IIM trust accounts or IIM estate interest had been open in probate as of that date), who –

a. had not filed an action on their own behalf or were not part of a group of individuals certified as a class in a class action, stating a Funds Administration or Land Administration Claim prior to the filing of the Amended Complaint; and either

b. had an IIM account in the Electronic Ledger Era (currently available electronic data in systems of the Department of Interior dating from approximately 1985 to the present); or

²⁰ See Amended Complaint at ¶ XI (36)(a).

c. had a recorded or other demonstrable beneficial ownership interest in land held in trust or restricted status as of September 30, 2009, regardless of the existence of an IIM account and regardless of whether proceeds generated from that trust land;

2. The estate of any Trust Administration Class Member who dies after September 30, 2009 but before distribution.²¹

It is believed that a majority of the Trust Administration Class are also members of the Historical Accounting Class. All members of the Historical Accounting Class are members of the Trust Administration Class.

2. Monetary Terms

The total amount of the settlement is \$3.412 billion,²² and will be allocated among three funds: (1) a \$1.412 billion Accounting/Trust Administration Fund held by the Qualifying Bank²³ in a Settlement Account and paid directly to class members, of which an estimated \$337 million is proposed to be paid to settle Historical Accounting Claims,²⁴ after deduction of court-approved fees, incentive payments, and expenses of administration, with the balance to be distributed to settle Fund and Land Administration Claims;²⁵ (2) a \$100 million Trust Administration Adjustment Fund will be deposited in the Settlement Account held by the Qualifying Bank to be used to increase the minimum payment made to members of the Trust Administration Class;²⁶

²¹ See *id.* at ¶ XI (36)(b); see Settlement Agreement at A(35).

²² *Id.* at A(1), A(36) and E(2).

²³ “Qualifying Bank” is defined as “a federally insured depository institution that is well capitalized, as that term is defined in 12 CFR 325.103, and that is subject to regulation by the Board of Governors of the Federal Reserve System or the U.S. Comptroller of the Currency pursuant to 12 CFR 9.18. Settlement Agreement at A.(29). The settlement legislation vests approval authority in this Court, which shall consider the rights and interests of class members in that review. See Claims Resolution Act § 101(h).

²⁴ “Historical Accounting Claims” are defined at A(15) of the Settlement Agreement.

²⁵ Settlement Agreement at A(14) and (21), respectively.

²⁶ See Claims Resolution Act § 101 (j)(1)(A). See also *infra* at 12-13 (discussing the Trust Administration Adjustment Fund).

and, (3) a \$1.9 billion Trust Land Consolidation Fund²⁷ held and administered by the Department of the Interior to purchase fractionated interests in trust or restricted lands from individual Indians.²⁸

All fees and expenses of the Claims Administrator, Notice Contractor, and Qualifying Bank as well as the fees, expenses, and incentive awards of Class Representatives and Class Counsel, as approved by this Court, will be paid out of the Settlement Account, not the Trust Land Consolidation Fund. Up to \$300 million of expenses and costs incurred by the Interior defendants in their administration of the Trust Land Consolidation Fund may be charged against the Trust Land Consolidation Fund.

3. The Accounting/Trust Administration Fund

A total of \$1.412 billion will be paid into the Accounting/Trust Administration Fund and held in the Settlement Account.²⁹ Disbursements to class members from this fund will be made in two stages.

a. Stage 1 payments.

Stage 1 payments settle Historical Accounting Claims.³⁰ The Historical Accounting Class is defined as follows:

[T]hose individual Indian beneficiaries (exclusive of those who prior to the filing of the Complaint on June 10, 1996 had filed actions on their own behalf stating a claim for a historical accounting) alive on the Record Date³¹ and who had an IIM Account open during any period between October 25, 1994 and the Record Date,

²⁷ See Settlement Agreement at A(36), F(2). The December 7, 2009 Settlement Agreement established a \$2 billion Trust Land Consolidation Fund. As modified, that has been reduced to \$1.9 billion and \$100 million is allocated to the Trust Administration Adjustment Fund. See Claims Resolution Act §101(e)(1)(c)(i).

²⁸ See Settlement Agreement at F(2). The sale of interests in trust land pursuant to the settlement is voluntary. No class member may be compelled to sell his or her interest in trust land.

²⁹ *Id.* at E(2)(a). “Settlement Account” is defined as a trust account(s) established by Class Counsel in a Qualified Bank. *Id.* at A(31).

³⁰ *Id.* at E(3).

³¹ The “Record Date” is September 30, 2009, 11:59 p.m. Eastern time. See *id.* at A(30).

which IIM Account had at least one cash transaction credited to it at any time as long as such credits were not later reversed. Beneficiaries deceased as of the Record Date are included in the Historical Accounting Class only if they had an IIM Account that was open as of the Record Date. The estate of any Historical Accounting Class Member who dies after the Record Date but before distribution is in the Historical Accounting Class.³²

Each member of the Historical Accounting Class will receive a per capita payment of \$1,000.³³ No opt-out election is available to this class.³⁴ If a distribution to any member of this class is returned, it will be deposited in that class member's IIM account or held for his or her benefit in a separate, commingled, interest-bearing account at the Qualifying Bank (the "Remainder Account"). The Claims Administrator must take reasonable steps to locate each class member and distribute the funds held in the Remainder Account.³⁵

b. Stage 2 payments

Stage 2 payments will be made to settle the Funds and Land Administration Claims of Trust Administration Class members.³⁶ Members of the Trust Administration Class are defined as:

[T]hose individual Indian beneficiaries (exclusive of persons who filed actions on their own behalf, or a group of individuals who were certified as a class in a class action, stating a Funds Mismanagement Claim or a Land Mismanagement Claim prior to the filing of the Amended Complaint) alive as of the Record Date and who have or had IIM Accounts in the "Electronic Ledger Era" (currently available electronic data in systems of the Department of the Interior dating from approximately 1985 to the present), as well as individual Indians who, as of the Record Date, had a recorded or other demonstrable ownership interest in land held in trust or restricted status, regardless of the existence of an IIM Account and regardless of the proceeds, if any, generated from the Land. The Trust Administration Class does not include beneficiaries deceased as of the Record Date, but does include the estate of any deceased beneficiary whose IIM Accounts or other trust assets had been open in probate as of the Record Date. The estate of

³² *Id.* at A(16).

³³ *Id.* at E(3)(a).

³⁴ *Id.* at C(2)(a).

³⁵ *Id.* at E(3)(c).

³⁶ *Id.* at E(4).

any Trust Administration Class Member who dies after the Record Date but before distribution is included in the Trust Administration Class.³⁷

Members of the Trust Administration Class may opt out of the settlement by providing a written request for exclusion to the Claims Administrator within 90 days of Notice.³⁸

Each member of the Trust Administration Class who does not opt out will receive a baseline payment of \$500.³⁹ In addition, each member of that class who has, or had, an IIM account that generated income credited to his or her account is paid an additional pro rata share of the funds remaining in the Accounting/Trust Administration Fund.⁴⁰ That payment is based on a formula set forth in E(4)(b)(3) of the Settlement Agreement, which is calculated using the ten highest revenue years reflected in each class member's IIM account from October 1, 1985, to the Record Date.

Returned funds will be deposited in the identified class member's IIM account or, if none exists, the Remainder Account. Here, too, the Claims Administrator must take reasonable steps to locate and distribute such funds to the correct class member.⁴¹

The Settlement Agreement recognizes that individual Indians who are not identified as class members may claim membership in the Trust Administration Class. A procedure is established to address the validity of their claims.⁴²

Distribution of Stage 2 payments are made after the Trust Administration Class has been "substantially identified."⁴³ A "Reserve Fund" will be established for beneficiaries who do not

³⁷ *Id.* at A(35).

³⁸ *Id.* at C(2)(b), as amended by the February 26, 2010, Second Modification of December 7, 2009 Class Action Settlement Agreement.

³⁹ *Id.* at E(4)(b)(1).

⁴⁰ Amounts remaining for distribution from the Accounting/Trust Administration Fund are calculated after deducting those items set forth in E(4)(b)(2) of the Settlement Agreement.

⁴¹ Settlement Agreement at E(4)(d).

⁴² *Id.* at E(4)(e) 2-5.

⁴³ *Id.* at E(4)(e)(7).

receive notice of Stage 2 distributions and come forward after distribution of Stage 2 funds.⁴⁴ Excess funds after distribution, if any, are deposited in an Indian Education Scholarship Fund.⁴⁵

4. Trust Administration Adjustment Fund.

The Trust Administration Adjustment Fund⁴⁶ will comprise a deposit of an additional \$100 million into the Settlement Account to be used to increase the minimum payment made to members of the Trust Administration Class. After calculation of the pro rata share in E(4)(b) of the Settlement Agreement, the Trust Administration Adjustment Fund will be used to increase the minimum payment to each Trust Administration Class Member whose pro rate share is (i) zero; or (ii) greater than zero, but who would, after adjustment, receive a smaller Stage 2 payment than those Class Members in clause (i). It is intended to ensure “to the extent practicable (as determined by the court)” that each member of the Class who is eligible to be paid from the Trust Administration Adjustment Fund receives the same total payment under Stage 2 as adjusted.⁴⁷ Initial estimates prepared by Interior defendants indicate that the minimum payment to Trust Administration Class Members will be in the range of \$800.00.⁴⁸

5. The Trust Land Consolidation Fund.

An impediment to effective trust administration and trust reform is the continuing fractionation of allotments, which results in allotments with hundreds or thousands of undivided, beneficial ownership interests. *See generally Cobell XX*, 532 F. Supp. 2d at 40 (noting “enormous administrative difficulties” caused by fractionation). Accordingly, \$1.9 billion will

⁴⁴ *Id.* at E(4)(e)(6).

⁴⁵ *Id.* at E(4)(e)(8).

⁴⁶ *See* Claims Resolution Act § 101(j)(1).

⁴⁷ *Id.* at (j)(2)(B).

⁴⁸ This assumption is subject to revision based upon, among other things, the costs of administration, including notice and distribution, payments to attorneys and named plaintiffs, and the total number of class members identified as a result of the notice process.

be set aside to purchase fractionated interests in trust and restricted lands.⁴⁹ The Settlement Agreement incorporates by reference certain terms and provisions set forth in 25 U.S.C. §§ 2201, *et seq.*⁵⁰ The Agreement provides that Interior defendants will have no more than ten (10) years from the date of Final Approval of the Settlement Agreement to expend the \$1.9 billion, up to 15% of which may be used for administrative costs for implementing the Land Consolidation Program. The Agreement also establishes procedures for the sale of fractionated interests in Trust or restricted land pursuant to the Land Consolidation Program for individual Indians whose whereabouts are unknown.⁵¹

6. Indian Education Scholarships

The Settlement Agreement provides that funds for Indian Education Scholarships will be available to Native American students “to defray the cost of attendance at both post-secondary vocational schools and institutions of higher education.”⁵² Scholarship monies will come from three principal sources: (a) balances remaining in the Accounting/Trust Administration Fund;⁵³ (b) payments for Class Members designated as “whereabouts unknown,” whose funds are not claimed within five years of Final Approval;⁵⁴ and (c) up to \$60 million from the Trust Land Consolidation Fund, an incentive intended to encourage individual Indians to participate in the Land Consolidation Program.⁵⁵

⁴⁹ See Settlement Agreement at F(2). Note that the Settlement Agreement originally provided for the creation of a \$2 billion Land Consolidation Fund, but this was modified to \$1.9 billion pursuant to legislation and adopted by the parties. See Claims Resolution Act §101(C)(i).

⁵⁰ See Settlement Agreement at F(1).

⁵¹ *Id.* at F(6). Congress approved the procedures. See Claims Resolution Act § 101 (e)(5).

⁵² See Settlement Agreement at G(1).

⁵³ *Id.* at G(2)(a).

⁵⁴ *Id.* at G(2)(b).

⁵⁵ *Id.* at G(2)(c). The Settlement Agreement provides a formula for contributions to the Scholarship Fund based on the dollar value of the fractionated interest purchased. *Id.* at (c) (1)-(3). Transfers from the Trust Land Consolidation Fund to the Indian Education Scholarship Holding Fund have been ratified by Congress. See Claims Resolution Act § 101(e)(1)(D).

7. Taxes and Eligibility for Benefits

As set forth in the Agreement⁵⁶ and the Claims Resolution Act of 2010, amounts received by individual Indians pursuant to the Agreement are not included in their taxable income and shall not affect their eligibility for social benefits programs, including without limitation food stamps during a one-year period, which begins on the date settlement funds are received by the class member.⁵⁷

8. Releases

The Settlement Agreement provides that members of the Historical Accounting and Trust Administration Classes are deemed to have released the Department of the Interior from the obligation to perform an historical accounting of IIM Accounts or any individual Indian trust asset, including any right to an accounting in aid of the jurisdiction of a court to render a money judgment, unless a member of the Trust Administration Class properly and timely opts out in accordance with directions contained in the Settlement Agreement.⁵⁸ In addition, unless they opt out, all members of the Trust Administration Class will release all claims and causes of action related to fund administration and land administration, as those claims and causes of action are described in the amended complaint filed with this joint motion. There are twelve explicit exceptions to these releases.⁵⁹ Plaintiffs are neither waiving nor releasing any claims or causes of action for future trust reform.⁶⁰ The rights of Trust Administration Class members who elect to opt out of the settlement are preserved.⁶¹

⁵⁶ See Settlement Agreement at H(1).

⁵⁷ See Claims Resolution Act § 101(f).

⁵⁸ See Settlement Agreement at I(1), I(7).

⁵⁹ *Id.* at I(3).

⁶⁰ *Id.* at I(4).

⁶¹ *Id.* at I(7).

9. Attorneys' Fees

The Settlement Agreement provides that the amount to which Plaintiffs are entitled for attorneys' fees, expenses and costs "are within the discretion of the Court in accordance with controlling law."⁶² The separate Agreement on Attorneys' Fees, Expenses and Costs ("Agreement on Attorneys' Fees") likewise confirms that "[t]he amount of attorneys' fees, expenses and costs shall be decided by the Court in accordance with controlling law and awarded from the Accounting/Trust Administration Fund."⁶³ Similarly, the Claims Resolution Act of 2010 provides the amounts to which Plaintiffs are entitled for attorneys' fees, expenses and costs shall be determined "in accordance with controlling law including, with respect to attorneys' fees, expenses, and costs, any applicable rule of law requiring counsel to produce contemporaneous time, expense, and cost records in support of a motion for such fees, expenses, and costs; and . . . giving due consideration to the special status of Class Members . . . as beneficiaries of a federally created and administered trust."⁶⁴

The Settlement Agreement also sets forth a process for the presentation of the attorneys' fees to the Court for decision. For fees, expenses and costs through the date of the Settlement Agreement (*i.e.*, December 7, 2009) and within times set by the Court: (a) Plaintiffs will submit a petition for the fees and post it on their Internet website; (b) Defendants may then respond and Class Members may object to the requested fees; and (c) Plaintiffs will then have a chance to reply.⁶⁵ For work, expenses and costs of the attorneys after December 7, 2009, the Settlement Agreement provides that they are to be paid at reasonable intervals following Final Approval at

⁶² *Id.* at J(5).

⁶³ Exhibit 14 (Fee Agreement) at ¶ 3.

⁶⁴ *See* § 101 (g).

⁶⁵ Settlement Agreement (Exhibit 2) at J(2) and J(3).

the actual billing rates for the attorneys.⁶⁶ The post-Settlement fees must be approved by the Court with due consideration of any objections by Class Members, responses by Defendants, and replies by Plaintiffs.⁶⁷

The Fee Agreement also provides that Plaintiffs' motion for counsel fees, expenses and costs incurred through December 7, 2009 "shall not assert that Class Counsel be paid more than \$99,900,000.00 above amounts previously paid by Defendants."⁶⁸ Likewise, in their response, Defendants have agreed that they "shall not assert that Class Counsel be paid less than \$50,000,000.00 above the amounts previously paid by Defendants."⁶⁹ The parties have agreed that they will not appeal an award "[i]n the event that the Court awards attorneys' fees, expenses, and costs . . . in an amount equal to or greater than \$50,000,000.00 and equal to or less than \$99,900,000.00."⁷⁰ This range for Class Counsel's fees, expenses and costs through December 7, 2009 is not stated as a limitation on the Court's discretion to decide the amount "in accordance with controlling law . . . [and] giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust."⁷¹

On the other hand, however, the Agreement on Attorneys' Fees sets forth an agreed limit on the amount of post-Settlement fees Class Counsel can receive. The parties initially agreed to a limit of \$10 million on post-Settlement attorneys' fees, expenses and costs,⁷² but subsequently

⁶⁶ *Id.* at J(4).

⁶⁷ *Id.*

⁶⁸ Fee Agreement at ¶4(a).

⁶⁹ *Id.* at ¶ 4.b.

⁷⁰ *Id.* at ¶ 4.e.

⁷¹ Exhibit 3 (Claims Resolution Act) at (g)(1)(A), and at (g)(1)(B).

⁷² Exhibit 14 (Fee Agreement) at ¶5.

increased the limit to \$12 million in recognition of the possible additional unanticipated work resulting from a delay in the enactment of the authorizing legislation.⁷³

Finally, the Settlement Agreement requires Plaintiffs to file concurrently with this Motion a Notice setting forth the amount they will request for Class Counsel's fees, expenses and costs through December 7, 2009⁷⁴ so that this Notice to the plaintiff classes can include the amount being sought by Class Counsel.⁷⁵

10. Secretarial Commission on Trust Reform

The parties recognize that the Department of the Interior's trust reform efforts must continue. Accordingly, on December 8, 2009, Secretary Salazar announced the creation of a 5-member Secretarial Commission to make recommendations regarding Interior's future responsibility for management and administration of trust assets maintained for individual Indian trust beneficiaries.⁷⁶ The work of this Commission is funded by this settlement.⁷⁷

B. THE NOTICE PROGRAM

1. Characteristics of the Classes Settled by this Agreement

The identification of beneficiaries presents unique challenges due to, among other things, class size, geographical diversity of class members, and the long time periods involved, as well as the number of individuals whose whereabouts are presently unknown. Currently, "[t]he exact number [of beneficiaries] is not known due to the lack of accurate or comprehensive records,"⁷⁸

⁷³ Exhibit 15 (Modification of December 7, 2009 Agreement on Attorneys' Fees, Expenses and Costs) at ¶6.

⁷⁴ Exhibit 2 (Settlement Agreement) at J(1).

⁷⁵ *Id.*

⁷⁶ Secretarial Order 2392 ("Individual Indian Trust Management") is attached as Exhibit 16.

⁷⁷ See Settlement Agreement at F(2).

⁷⁸ See Notice Program at p. 4.

although it is believed there are over 500,000 individual class members.⁷⁹ Tens of thousands of addresses are unknown because beneficiaries have moved or died.⁸⁰

The settlement affects members of most federally-recognized tribes west of the Mississippi River, particularly those individual Indians with beneficial interests in trust land in Arizona, Washington, California, New Mexico, North Dakota, South Dakota, Oklahoma and Montana.⁸¹ But class members are located throughout the country.⁸² They have varying degrees of education, exposure to national and local media, and basic information about their assets held in trust. Many class members do not identify themselves as beneficiaries or know that they have assets held in trust by the government, which may entitle them to relief in this settlement.

2. The Parties Have Agreed on a Comprehensive Notice Program

The parties believe that the notice program must be comprehensive and thorough to ensure adequate coverage of a disparate plaintiff population that exceeds 500,000. Accordingly, the parties retained Kinsella Media, the preeminent notice expert in the country. Kinsella Media has designed a notice program that is believed to be one of the most comprehensive and thorough class action notice programs ever proposed.⁸³

In that regard, Kinsella Media has designed and implemented over 600 class action programs for some of the largest lawsuits covering a wide variety of claims including antitrust, bankruptcy, consumer fraud, and product liability. Kinsella Media has relevant expertise in designing and implementing notice programs for classes, which do not have widespread

⁷⁹ *Id.*

⁸⁰ *Id.*

⁸¹ *Id.*

⁸² *Id.* In approximately 1950, the federal government initiated an Indian Relocation Program designed to move Native Americans from reservations to metropolitan areas across the country. This program continued until the 1970s.

⁸³ The Notice Plan is attached as Exhibit 13.

exposure to “traditional” media, and other insular populations, such as *In re Holocaust Victim Assets Litigation*⁸⁴ and *In re W.R. Grace & Co.*⁸⁵

Kinsella Media has designed a class action notice program with four principal components: Direct Notice, Paid Media Advertising, Outreach to Third-Parties, and Earned Media. In addition, Ms. Cobell and plaintiffs’ counsel have undertaken, and will continue to undertake, a series of On-Site Meetings with Beneficiaries during the notice period.

Direct Notice. The centerpiece of the notice program will be direct notice to class members. Direct notice consists of the transmission of the court-approved long-form notice⁸⁶ via U.S. Mail to class members whose names and addresses are available,⁸⁷ or to any other individual who requests a copy.⁸⁸ Directly-mailed notice is generally considered the “gold standard” for class action notice. The court-approved short and long-form notices will also be available for download on the website.⁸⁹

⁸⁴ Kinsella Media was responsible for providing notice in *In re Holocaust Victim Assets Litigation*, Nos. CV-96-4849, CV-96-5161, and CV-97-461 (E.D.N.Y.), to reach Romani Holocaust victims (Gypsies). Using in-country organizers and human rights organizations, the firm designed and implemented a “grassroots” campaign to reach the isolated and educationally disadvantaged Roma in 15 countries in Europe and the former Soviet Union.

⁸⁵ *In re W.R. Grace & Co* No. 01-01139, (Bankr. D.Del.), Kinsella Media included notice to indigenous peoples in Canada in an aboriginal language (Inuktitut) for the Zonolite Attic Insulation notice program in Canada using media targeted specifically to these Native Peoples.

⁸⁶ The long form notice is attached hereto as Exhibit 17.

⁸⁷ Interior maintains a database of beneficiary trust information, including names and addresses. Interior staff estimates that Interior has address information for approximately 337,000 class members. Notice Program at p. 11.

⁸⁸ Any visitors to the website have the ability to put their contact information into a database and register to receive the long-form notice: <https://cert.tgcginc.com/iim/register.php>. Alternatively, individuals may call a toll-free number to register to receive the long form notice – 800-961-6109. This toll-free number is prominently displayed on the website, included in every Ask Elouise Letter, *see infra* at 19, and was distributed during counsel’s On-Site Meetings with Beneficiaries. To date, 22,493 prospective beneficiaries have registered via phone or the Internet to receive the court-approved long form notice.

⁸⁹ The short form notice is attached hereto as Exhibit 18.

Plaintiffs have retained GCG, one of the most respected settlement administration firms in the country. GCG has over 25 years experience working with parties to extract necessary data from the most complex data systems for use in mailed notice programs. GCG will manage all aspects of the formatting, printing, and first-class mailing of the notice documents to all potential beneficiaries for whom Interior has a last-known address or an address that can be obtained by GCG through advance level address searches. Notice packets returned to GCG with forward address information will be updated in the database GCG has designed for the *Cobell* settlement and promptly re-mailed. To attempt to reach those class members whose notice packets are returned without forward address information, extensive advance level searches will be employed.

In addition, since the filing of the litigation, plaintiffs have utilized <http://www.indiantrust.com> to communicate with members of the class.⁹⁰ Class members and others have the ability to put their e-mail address into the website and receive periodic updates on the case. To date, 9,324 prospective beneficiaries have done so.⁹¹ Since December 7, 2009, plaintiffs have transmitted sixteen public communications (Ask Elouise Letters) to answer questions and provide the most current and accurate information about the settlement. These transmissions are preserved and available on the website for any class member with a question⁹² along with a consolidated Frequently Asked Questions section.⁹³

Because information possessed by Interior about the identity and location of trust beneficiaries is incomplete and at times out-of-date, the direct notice program is supplemented

⁹⁰ Following the signing of the Settlement Agreement on December 7, 2009, all web traffic was redirected to <http://www.cobellsettlement.com/index.php>.

⁹¹ Since the inception of this case, approximately 16,359 individuals have put in their email addresses to receive updates, but only 9,324 have valid addresses at this point in time.

⁹² http://www.cobellsettlement.com/class/ask_elouise.php.

⁹³ <http://www.cobellsettlement.com/press/faq.php>.

through Paid Media, Outreach to Third-Parties, Earned Media and On-Site Meetings with Beneficiaries.

Potential Class Members who are not currently receiving IIM account statements, but receive notice of the Settlement Agreement and believe they might be a member of one of the classes settled by the Agreement can download the Claim Form on <http://www.indiantrust.com> or request that a notice packet be sent to their address.⁹⁴ The Claim Form enables potential individuals to self-identify as a member of one of the Classes by providing GCG with relevant information about their account or trust land.⁹⁵

Paid Media Advertising. Paid media advertising consists of the purchase of advertisements in newspapers, consumer magazines, television, radio, the Internet, and Native American media.⁹⁶ Paid media advertising is guaranteed to appear with precise content and timing allowing for targeted, cost-effective overlapping message delivery in discrete populations.

In this case, media consumption habits of individual Indian class members are largely identical to Native Americans at-large. Demographic and geographic information for Native Americans is widely available through a variety of sources including, but not limited to, census data, syndicated data available from GfK MRI's⁹⁷ *2009 Doublebase* Survey, other government data, and *Tiller's Guide to Indian Country*. Research indicates that Native Americans are heavy

⁹⁴ A Claim Form is attached to each Long Form Notice. The Claim Form is attached as Exhibit 19.

⁹⁵ Heirs to a deceased Class Member may also use the Claim Form to self-identify.

⁹⁶ See Notice Program at pp. 19-32.

⁹⁷ GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. GfK MRI provides a single source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics.

users of television and magazines and above average users of newspapers and radio.⁹⁸ Accordingly, media will be purchased in: (1) local television and radio markets and other key markets with significant concentrations of Native American populations; (2) local and national Native American print media; (3) newspaper supplements that have broad geographic distribution in the United States to reach class members nationally; (4) military newspapers to reach Native Americans who are or were serving in the armed services;⁹⁹ and (5) Native American-focused websites.

Outreach to Third-Parties. Kinsella Media has identified and directly contacted hundreds of entities affiliated with Native Americans in order to solicit their input and arrange for their participation in the notice program, including nursing homes, non-profits, religious organizations, tribal colleges, and other organizations that serve Native Americans.¹⁰⁰ Notice packets, including posters, flyers, DVDs and other pre-produced materials for use in organizational newsletters and bulletins, will be provided.¹⁰¹

Interior will also be posting information and flyers in BIA agencies, schools, and tribal courts and has facilitated a similar arrangement with Indian Health Service facilities.¹⁰² Kinsella Media has contacted over 70 of the 106 largest tribes, and the majority agreed to receive, post, and distribute prepared materials in government offices and related tribal institutions.¹⁰³ Where

⁹⁸ See Notice Program at p.18.

⁹⁹ Native Americans are 2.5 times more likely to be in the military than the typical adult. *Id.* at p. 21.

¹⁰⁰ *Id.* at 35.

¹⁰¹ *Id.*

¹⁰² *Id.*

¹⁰³ *Id.* at 36.

appropriate, Kinsella Media has also contacted individual chapters, districts, and organizations within the tribes' structures to request assistance with the notice program.¹⁰⁴

Finally, Kinsella Media has contacted and cataloged hundreds of businesses including restaurants, gas stations, casinos, convenience stores, smoke shops, clothing stores, beauty parlors and many others to support the notice program.¹⁰⁵ GCG will support the notice program by sending personnel to selected third-party organizations that have agreed to post information to verify that the program is implemented effectively.¹⁰⁶

Earned Media. Significant earned media resulted from the announcement of the settlement in early December 2009. Since that point in time, additional media coverage of the settlement was generated through: extensions of the Settlement Agreement; public statements of government officials (including the President and the Secretary of the Interior), Elouise Cobell, and plaintiffs' counsel; and, Congressional consideration and ultimate approval. A Google search reveals over 425 separate news reports or published stories since the signing of the Settlement Agreement including, without limitation, an extensive Associated Press profile of Ms. Cobell, multiple National Public Radio news items, and two editorials in each of the following publications: New York Times, Seattle Times, and Washington Post.

On-Site Meetings with Beneficiaries. To date, plaintiffs' counsel and Elouise Cobell have advertised and conducted 27 separate on-site meetings around Indian Country.¹⁰⁷ These meetings have ranged from a few to over five hours and were presented as a discussion of the case, its history, and the Settlement Agreement, including class members' rights and responsibilities under that agreement. These discussions typically were followed by an extensive

¹⁰⁴ *Id.*

¹⁰⁵ *Id.*

¹⁰⁶ *Id.*

¹⁰⁷ The itinerary is attached as Exhibit 20.

question and answer period. Most meetings were well attended by hundreds of class members. Plaintiffs' counsel will undertake to schedule additional meetings during the notice period.

Plaintiffs' counsel and government officials also attended meetings together around Indian Country, including conferences held by the National Congress of American Indians, since signing the Settlement Agreement to discuss the case and its settlement. Information was disseminated at each meeting and case status was discussed. Interior Defendants also hosted conference calls with tribal leaders on two occasions to discuss the general parameters of the Settlement Agreement.

III. ARGUMENT

A. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT IS PROPER

1. The Settlement Agreement Fairly Resolves this Litigation

A class action may be “settled ... or compromised only with the court’s approval.” Fed. R. Civ. P. 23(e). In granting approval, a court must find that the settlement is “fair, adequate, and reasonable and is not the product of collusion between the parties.” *Thomas v. Albright*, 139 F.3d 227, 231 (D.C. Cir. 1998) (quoting *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977)). Approval of a class action settlement is a two-step process. See MANUAL FOR COMPLEX LITIGATION (Fourth) §§ 13.14 and 21.632 (2004). First, a court reviews the settlement agreement and makes a “preliminary fairness evaluation.” *Id.* § 21.632. The purpose of the evaluation is to determine whether the settlement proposal is sufficient to justify public notice and a hearing. *Id.* §13.14. Second, if this Court is satisfied following its preliminary review of the settlement, notice to class members is ordered and a fairness hearing is scheduled pursuant to Rule 23(e). MANUAL FOR COMPLEX LITIGATION § 21.633. At the fairness hearing, proponents of the settlement must demonstrate that its terms are “fair, reasonable and adequate.” *Id.* § 21.634.

The same criteria that justify approval of a class action settlement at a final hearing – fairness, adequacy and reasonableness – guide a court’s preliminary approval. *See* MANUAL FOR COMPLEX LITIGATION § 21.632; *Freeport Partners, L.L.C. v. Allbritton*, No. Civ. A. 04-2030 (D.D.C. Oct. 18, 2005) (Memorandum Order). Review at this stage, however, is more attenuated. As this Court has explained, preliminary approval of a settlement should be granted “if the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval” *In re Vitamins Antitrust Litig.* (“*In re Vitamins*”), 2001 WL 856292, *4 (D.D.C. July 25, 2001) (*quoting* MANUAL FOR COMPLEX LITIGATION (Third) § 30.41 (1999)); *see also Jack Faucett Associates, Inc. v. American Telephone and Telegraph Co.*, No. 81-1804, 1985 WL 5199, *2 (D.D.C. Dec. 16, 1985) (granting motion for preliminary approval of a class action settlement where it was “prima facie within the range of reasonableness”); *In re Traffic Executive Ass’n-E. R.R.*, 627 F.2d 631, 634 (2d Cir. 1980) (preliminary approval “is at most a determination that there is what might be termed ‘probable cause’ to submit the proposal to class members and hold a full-scale hearing as to its fairness.”) Factors considered in this Circuit in determining the reasonableness of a settlement include “(a) whether the settlement is the result of arms-lengths negotiations; (b) the terms of the settlement in relation to the strength of plaintiffs’ case; (c) the stage of the litigation proceedings at the time of settlement; . . . and [(d)] the opinion of experienced counsel.”¹⁰⁸ *In re Lorazepam & Chloride Antitrust Litig. v. Mylan Laboratories, Inc.*, (“*In re Lorazepam*”), No.

¹⁰⁸ In a hearing on final approval, the court would also consider the “reaction of the class” to the settlement.

MDL 1290(TFH), 2003 WL 22037741, *2 (D.D.C. June 16, 2003); *Thomas*, 139 F.3d at 231-33; *Meijer, Inc. v. Warner Chilcott Holdings Co. III, Ltd*, 565 F. Supp. 2d 49, 54-55 (D.D.C. 2008).

Preliminary approval of a class action settlement is within the discretion of the court. *Radosti v. Envision EMI, LLC*, 717 F. Supp. 2d 37, 50 (D.D.C. 2010); *In re Vitamins*, 2001 WL 856292 at *4. Any such determination is based on its “familiarity with the issues and evidence of the case as well as the arms-length nature of the negotiations prior to the settlement.” *Id.* (quoting *In re Southern Ohio Correctional Facility*, 173 F.R.D. 205, 211 (S.D. Ohio 1977)). However, such discretion is influenced by public policy that favors settlement of class actions “given the litigation expenses and judicial resources required.” *In re Baan Co. Securities Litig.*, 284 F. Supp. 2d 62, 64 (D.D.C. 2003); see also *Radosti*, 717 F. Supp. 2d at 50; *In re Vitamins Antitrust Litig.*, 305 F. Supp. 2d 100, 103 (D.D.C. 2004).

For nearly fifteen years, this Court has addressed “a serious injustice . . . that has persisted for over a century and that crie[d] out for redress.” *Cobell v. Kempthorne* (“*Cobell XIX*”), 455 F.3d 317, 335 (D.C. Cir. 2006). After lengthy and sometime difficult settlement discussions and extensive Congressional review, a fair and reasonable settlement has been achieved. Preliminary approval is appropriate.

2. The Settlement is the Result of Arms-Length Negotiations.

“[A] presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arms’ length negotiations between experienced, capable counsel after meaningful discovery.” *In re Vitamins*, 305 F. Supp. 2d at 104. See also *In re Lorazepam*, 2003 WL 22037741 at *2; *Freeport Partners, LLC v. Allbritton*, No. 04-2030(GK), 2006 WL 627140, *8 (D.D.C. Mar. 13, 2006). The Settlement Agreement was executed after five months of extensive and sometimes contentious negotiations among experienced counsel on both sides who

have devoted considerable time and effort to this litigation.¹⁰⁹ After execution of the Settlement Agreement, Congress vetted its terms for twelve months. The vetting process resulted in modifications that provide additional benefits to the classes, including the allocation of \$100 million from the Land Consolidation Fund to the Trust Administration Adjustment Fund. Plainly, this settlement is the result of arms-length negotiations and, properly, may be presumed to be fair, reasonable, and adequate. *See Equal Rights Center v. Washington Metropolitan Area Transit Authority*, 573 F. Supp. 2d 205, 212 (D.D.C. 2008) (class action settlement presumed reasonable where the parties engaged in six months of vigorous negotiations and the litigation was unusually contentious).

3. The Terms of Settlement Reflect the Strength of Plaintiffs' Case and the Reality that No End is in Sight.

On December 21, 1999, this Court declared, among other things, that defendants are in breach of trust duties that the United States owes to the *Cobell* plaintiffs, primarily the duty to account for IIM trust funds. *Cobell V*, 91 F. Supp. 2d at 58. That decision was affirmed on appeal. *See Cobell v. Norton* (“*Cobell VI*”), 240 F.3d 1081 (D.C. Cir. 2001). Accordingly, the government owes plaintiffs fiduciary duties that arise from their exercise of control over individual Indian trust assets, duties that include the duty to account. *Id.* at 1098, 1101, 1109. The D.C. Circuit has described the trustee-delegates’ conduct in harsh terms. *See, e.g., Cobell XIX*, 455 F.3d at 333 (explaining defendants have “flagrantly and repeatedly breached [their] fiduciary obligations”). Interior defendants’ duty to render the best historical accounting that they can render is now established. *See, e.g., Cobell XXII*, 573 F.3d at 813 (holding that “[e]quity

¹⁰⁹ Plaintiffs’ counsel represent further that, consistent with controlling law and the ethical standards promulgated by the District of Columbia Bar, no plaintiffs’ attorney has requested or been offered any compensation, appointment, or benefit by defendants during negotiations related to the settlement or this case, other than as set forth expressly in the Settlement and Fee Agreements.

requires the courts to assure that Interior provides the best accounting it can”). On appeal, the D.C. Circuit vacated a \$455.6 million award and instructed the Department of the Interior to “provide the trust beneficiaries the best accounting possible, in a reasonable time, with the money that Congress is willing to appropriate.” *Id.*

But for this settlement and independent of trust reform issues, the decision in *Cobell XXII* portends further litigation on the nature and scope of the “best accounting” that can be rendered, as well as the monetary remedies and other relief that may be available to plaintiffs. Because the parties continue to disagree regarding the nature and scope of a required accounting, among other issues, continued litigation “entails substantial risks” and “monetary recovery certainly cannot be assumed.” *In re Lorazepam*, 2003 WL 22037741 at *4; *see also In re Ampicillin Antitrust Litig.*, 82 F.R.D. 652, 654 (D.D.C. 1979). Accordingly, settlement “‘provide[s] a significant benefit to the class’ and should therefore be . . . approve[ed].” *In re Lorazepam*, 2003 WL 22037741 at *4 (*quoting In re Vitamins Antitrust Litig.*, 2001 WL 1772352, at *3 (D.D.C. 2001)); *see also Radosti*, 717 F. Supp. 2d at 64 (finding class action settlement to be fair and reasonable given the significant recovery obtained for class members, difficulties faced by plaintiffs in pursuing their claims, and risks and costs inherent in continued litigation). The parties recognize that but for this settlement “there is no end [to this litigation] anticipated in the foreseeable future” and are “mindful of the admonition of the Court of Appeals that they work together “‘to resolve his case expeditiously and fairly,’” *Cobell XIX*, 455 F.3d at 336.¹¹⁰ This is a reasonable and fair settlement to all parties considering the strength of plaintiffs’ case and the reality that any litigated resolution on the merits might not come for many more years.

¹¹⁰ *See* Settlement Agreement at p. 4.

4. Settlement is Timely

Settlement should come at a time when “counsel had sufficient information, through adequate discovery, to reasonably assess the risks of litigation vis-a-vis the probability of success and range of recovery.” *In re Lorazepam*, 2003 WL 22037741 at *4; *Meijer*, 565 F. Supp. 2d at 57. Settlement was reached after nearly fifteen years of vigorously contested litigation, during which the parties participated in significant discovery, reviewed tens of millions of pages of documents, deposed and examined scores of expert and fact witnesses, briefed and argued hundreds of motions and multiple appeals, and appeared in lengthy evidentiary hearings and trials, one of which lasted fifty-nine trial days. Plaintiffs and plaintiffs’ counsel had, and continue to have, sufficient information to assess adequately the risks of litigation at the time of settlement. *See In re Lorazepam*, 2003 WL 22037741 at *5 (preliminary approval appropriate where the parties had engaged in “substantial and vigorous litigation,” including “voluminous document discovery [and] depositions” and an appeal of class certification issues); *Cohen v. Chilcott*, 522 F. Supp. 2d 105, 117 (D.D.C. 2007) (settlement appropriate where plaintiffs’ counsel had reviewed one million pages of documents and conducted twenty depositions).

5. Counsel Believes the Settlement is Fair and Reasonable

As this Court has noted, the opinion of experienced counsel “should be afforded substantial consideration by a court in evaluating the reasonableness of a proposed settlement.” *In re Lorazepam*, 2003 WL 22037741 at *6; *Radosti*, 717 F. Supp. 2d at 57. The undersigned class counsel have unique experience litigating complex financial matters, including the nearly fifteen years they have litigated this landmark case. Each is of the opinion that this proposed settlement, given the current status of this litigation, the risks going forward, and the likelihood of lengthy litigation in the future should it not be resolved, is fair and reasonable and in the best interest of the plaintiffs. *See Equal Rights Center*, 673 F. Supp. 2d at 213 (crediting opinion of

counsel as to the fairness of the settlement given their over three years of experience litigating the matter before the court).

With respect to new claims added to the Trust Administration Class,¹¹¹ plaintiffs' counsel are uniquely experienced and qualified to evaluate and estimate the value of those claims. The Amended Complaint states that evidence was adduced during the course of this litigation showing, among other things, a failure to collect and credit trust funds, a failure to prudently invest collected funds, charging improper administrative fees, a failure to investigate allegations of theft and fraud, and the incorrect disbursement of trust funds.¹¹² As the Circuit has held, "the accounting is a purely instrumental right -- a way of finding out the size of [beneficiaries'] claims." *Cobell v. Norton* ("*Cobell XIII*"), 392 F.3d 461, 467 (D.D.C. 2004). Accordingly, no attorney or group has more practical information and knowledge about the nature and scope of the claims impacting the *Cobell* plaintiffs.

6. The Parties Have Agreed to an Award of Attorneys' Fees and Costs to Plaintiffs Within a Range Subject to the Court's Discretion.

Class Counsel have undertaken fifteen years of highly contentious and difficult litigation against defendants, including an extraordinary twelve month legislative approval process. In framing and prosecuting this case, they undertook substantial risk, litigated novel procedural, jurisdictional, and substantive legal issues, and navigated through a series of unique appellate decisions, which the Circuit acknowledged as a "complicated legal morass" from which no "exit" is readily apparent. *Cobell XXII*, 573 F.3d at 812.

¹¹¹ Importantly, claims made in the original complaint are included in both the Historical Accounting Class (*e.g.*, trustee-delegates' failure to render an adequate accounting) and the Trust Administration Class (*e.g.*, misappropriation of collected trust funds). However, new claims included in the Amended Complaint and resolved by this Settlement Agreement are entirely within the Trust Administration Class.

¹¹² See Amended Complaint at ¶¶ 27-28

The award of fees and expenses is in the discretion of this Court. *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). Taken together, the Settlement Agreement, Agreement on Fees, and Claims Resolution Act of 2010 provide that the amount for attorneys' fees, expenses, and costs shall be determined in accordance with controlling law, giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust.¹¹³

The Settlement Agreement and Agreement on Fees also contain procedures and provisions for the submission of these issues to the Court, including a requirement for notice to the plaintiff classes and an opportunity for Class Members to object.¹¹⁴ The only action the Court now needs to take regarding Class Counsel's compensation is to set times for the filing of the necessary submissions. The parties have jointly proposed times for those submissions in the proposed Order on this Motion, which is being filed concurrently.

7. Class Representatives Are Treated Reasonably.

Class representatives are not treated more favorably than other class members. Apart from any incentive fees to which they may be entitled and awarded by this Court, class representatives will be treated precisely the same way and are subject to the same distribution formula as fellow members of the Historical Accounting and Trust Administration Classes. “[C]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *In re Lorazepam*, 2003 WL 22037741 at *10. Incentive awards requested by class representatives will be set forth in a separate filing with this Court.¹¹⁵ Plaintiffs will disclose the amount(s) requested

¹¹³ *Supra* at II.A.9.

¹¹⁴ *Id.*

¹¹⁵ Under the terms of the Settlement Agreement, prior to a hearing on the Motion for Preliminary Approval, plaintiffs must file a notice with this Court “stating the amount of incentive awards which will be requested for each Class Representative, including expenses and

in the Notice to the classes, and the defendants, as well as any class member, may respond to the request. Any incentive awards are within the discretion of this Court and must be consistent with “controlling law.”¹¹⁶

B. THE TRUST ADMINISTRATION CLASS SHOULD BE CERTIFIED AND THE FEBRUARY 4, 1997, CERTIFICATION ORDER MODIFIED.

1. This Court’s Certification Order Describing the Historical Accounting Class Should be Modified in Accordance with the Settlement Agreement.

In entering the February 4, 1997 class certification order, this Court reserved its right to modify the order as the interests of justice may require. *See supra* at 6; *see also* Fed .R. Civ. P. 23(c)(1)(C) (An order certifying a class “may be altered or amended before judgment”); *Lightfoot v. District of Columbia*, 246 F.R.D. 326, 334 n.6 (D.D.C. 2007) (discussing amendment of class certification order in light of developments in the case). Decisions of this Court and the court of appeals have had the effect of limiting those beneficiaries entitled to relief under allegations set forth in the complaint. *See supra* at 6. The parties, in their Settlement Agreement, have adopted a definition of the Historical Accounting Class, which is in conformity with governing law.¹¹⁷ Accordingly, the parties respectfully request that this Court modify the class certification order in accordance with the terms of the Settlement Agreement and implementing legislation.

2. The Court Should Certify the Trust Administration Class for Purpose of Settlement.

The Settlement Agreement establishes a second class, the Trust Administration Class, consisting of beneficiaries with claims for trust land and funds mismanagement. *See supra* at

costs that were not paid for by attorneys, which expenses and costs are expected to be in the range of \$15 million above those paid by Defendants to date.” Settlement Agreement at K(1).

¹¹⁶ *Id.* K(2); Claims Resolution Act § 101(g)(1).

¹¹⁷ *See also* Settlement Agreement at A(15).

[TBA].¹¹⁸ Congress has expressly approved this class.¹¹⁹ Typically, when presented with a class established by settlement agreement, a court must “consider whether the proposed class meets the requirements of Federal Rule of Civil Procedure 23.” *Vista Healthplan, Inc. v. Warner Holdings Co. III, LLC*, 246 F.R.D. 349, 356 (D.D.C. 2007). However, such an analysis is unnecessary where, as here, Congress has specifically approved certification of the Trust Administration Class under Rule 23. Section 101 (d)(2)(A) of the Act expressly provides that “[n]otwithstanding the requirements of the Federal Rules of Civil Procedure, the court in [this case] may certify the Trust Administration Class.” Additionally, on certification, “the Trust Administration Class shall be treated as a class certified under rule 23(b)(3) ... for purposes of Settlement.” *Id.* at § 101(d)(2)(B); *see generally Shady Grove Orthopedic Assoc’s, P.A. v. Allstate Ins. Co.*, ___ U.S. ___, 130 S. Ct. 1431, 1438 (2010) (“Congress ... has ultimate authority over the Federal Rules of Civil Procedure; it can create exceptions to an individual rule as it sees fit – either by directly amending the rule or by enacting a separate statute overriding it in certain circumstances”). In accordance with the Settlement Agreement and the authorizing legislation approved by Congress and signed by the President, the parties respectfully request certification of the Trust Administration Class under Rule 23(b)(3).

C. THE NOTICE PROGRAM SHOULD BE APPROVED

1. The Notice Program Provides the Best Possible Notice to Class Members

This Court is obligated to see that class members receive sufficient notice of the proposed settlement. *Equal Rights Center*, 573 F. Supp. 2d at 211. Rule 23(e)(1)(B) requires this Court to “direct notice in a reasonable manner to all class members who would be bound by a proposed settlement.” *See generally Vista Healthplan, Inc.*, 246 F.R.D. at 355-56; MANUAL FOR COMPLEX

¹¹⁸ *Id.* at A(35).

¹¹⁹ *See* Claims Resolution Act § 101 (a)(10), (d)(2).

LITIGATION, § 21.312. Settlement notices should be provided in the same manner as certification notices. *Id.* at 294. Accordingly, in cases of a Rule 23(b)(3) certification, this Court must review a proposed notice program to ensure that the parties provide class members with the “best notice practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B).¹²⁰ “[I]ndividual notice” must be provided “to all members who can be identified through reasonable effort.” *Id.* Those individual members who can be so identified must receive notice via mail or other direct means. *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974). However, “[n]either Rule 23 nor the requirements of due process require actual notice to each and every possible class member.” *In re Prudential Insurance Co. of America Sales Practices Litig.*, 177 F.R.D. 216, 233 (D.N.J. 1997); *see also Pigford v. Veneman*, 208 F.R.D. 21, 23 (D.D.C. 2002).

When all class members cannot be identified, other methods such as publication in newspapers and periodicals, are deemed sufficient. *See, e.g., Baan Securities Litig.*, 284 F. Supp. 2d at 67 (approving mailings of notice to 17,500 customers and brokers and publication of notice in newspapers); *In re Lorazepam*, 2003 WL 22037741 at *5 (notice was nationally disseminated through newspapers, magazines, the Internet, and direct mailings to over 55,000 potential class members); *Collins v. Pension Benefit Guar. Corp.*, 1996 WL 335346, *2 (D.D.C. June 7, 1996) (notice provided to 113,000 class members whose addresses could be ascertained and through publications in newspapers and other print media). *See also* MANUAL FOR COMPLEX LITIGATION § 21.312; 3 NEWBERG ON CLASS ACTIONS § 22:85 (4th ed.).

2. The Long-Form Notice Satisfies the Requirements of Rule 23.

A notice of settlement in a class action must be “reasonable.” Fed. R. Civ. P. 23(e)(1)(B). “There are no rigid rules to determine whether a settlement notice to the class satisfies

¹²⁰ For classes certified under Rule 23(b)(1) or (b)(2), “the court may direct appropriate notice to the class.” Fed. R. Civ. P. 23(c)(2)(A).

constitutional or Rule 23(e) requirements.” *WalMart Stores, Inc. v. VISA U.S.A., Inc.*, 396 F.3d 96, 114 (2nd Cir. 2005). The notice must “fairly apprise the prospective members of the class of the terms of the proposed notice and of the options that are open to them in connection with the proceedings.” *Weinberger v. Kendrick*, 698 F.2d 61, 70 (2nd Cir. 1982). “Notice is ‘adequate if it may be understood by the average class member.’” *Wal Mart Stores*, 396 F.3d at 114 (quoting 4 NEWBERG ON CLASS ACTIONS § 11:53; *see also* MANUAL FOR COMPLEX LITIGATION § 21.312. (detailing requirements of notice).

The proposed long form notice provides all of the information recommended by the Manual on Complex Litigation since it (1) defines the classes; (2) describes the options open to the class members and the deadlines for taking action; (3) describes the essential terms of the settlement and informs the class members where they can obtain a copy of the entire settlement agreement; (4) discloses the incentive awards proposed for the class representatives; (5) provides information regarding Class Counsel’s request for attorney fees and expenses; (6) indicates the time and place of the hearing to consider approval of the settlement; (7) describes the method for objecting to the settlement and for opting out of the Trust Administration Class; (8) explains the procedures for allocating and distributing settlement funds, and the different kinds of relief for the different classes; (9) explains the benefits available under the Trust Land Consolidation Program; (10) to the extent practicable, provides information on potential individual recoveries; and (11) prominently displays the address and phone number of class counsel and how to make inquiries. *See* MANUAL ON COMPLEX LITIGATION § 21.312 at 295. Additionally, the long form notice explains the binding effect of the Agreement on class members, including the binding effect on a class member’s IIM account balance as of September 30, 2009, unless the class

member opts out of the Trust Administration Class. The long form notice also provides the opt-out forms, and clearly explains the difference between opting out and claiming benefits.

3. No Other Notice is Required for the Settlement to Be Effective.

The notice to class members is the only notice required for purpose of settlement. The Class Action Fairness Act (CAFA) § 3(a), 28 U.S.C. § 1715 (2006), adds a new notice requirement for certain settling defendants in class action cases commenced after February 18, 2005,¹²¹ but the new notice requirement does not apply to this case. This case was initiated in 1996, well before the CAFA became effective. On that basis alone, the CAFA notice provision would not apply here. Even if the CAFA were assumed to be effective for the new claims added by the Amended Complaint filed pursuant to the settlement terms now before the Court, the plain language of the CAFA notice requirement makes clear that it does not apply to the federal government. The CAFA provision requires settling defendants to give notice of a class action settlement to the “appropriate Federal official” and to an “appropriate State official” in every state where a class member resides. *Id.* The notice provision states that “[n]ot later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve upon the appropriate State official . . . and the appropriate Federal official, a notice of the proposed settlement consisting of” an enumerated list of information. *Id.* § 1715(b). If this section were to apply, this court would be prohibited from “giving final approval of a proposed settlement . . . earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State official are served with the notice required under subsection (b).” *Id.* § 1715(d). Moreover, if a defendant is subject to this

¹²¹ 28 U.S.C. § 1332 note (“The amendments made by this Act shall apply to any civil action commenced on or after the date of enactment of this Act.”).

notice provision but fails to give the required notice, a class member “may refuse to comply with and may choose not to be bound by” the settlement.

This section, however, does not apply to the federal government as a settling defendant. Subsection (f) contains a rule of construction that clearly and unequivocally exempts the federal government from this notice provision. It states: “Nothing in this section shall be construed to expand the authority of, or impose any obligations, duties, or responsibilities upon, Federal or State officials.” *Id.* § 1715(f). When this rule of construction is applied to this case, section 1715 is not to be interpreted as “imposing any obligations, duties, or responsibilities upon” the Attorney General or the Secretaries of the Department of the Interior or the Department of the Treasury. When, as here, the settling defendants are themselves components or officials of the federal government, the rule of construction for the CAFA notice provision renders it inapplicable to the settlement.¹²² Therefore, no notice other than that specified for class members under Rule 23 is required for the settlement to proceed to final approval.

¹²² The logic of this conclusion is confirmed by the irrational result that would obtain if a notice were required – the Attorney General would be obligated to send himself a CAFA notice. See 28 U.S.C. § 1715(a)(1)(A) (identifying the Attorney General as an “appropriate Federal official” to receive notice under the CAFA provision).

Respectfully submitted, this 10th day of December, 2010.

/s/ Dennis M. Gingold
DENNIS M. GINGOLD
D.C. Bar No. 417748
607 14th Street, N.W.
9th Floor
Washington, D.C. 20005
(202) 824-1448

TONY WEST
Assistant Attorney General
MICHAEL F. HERTZ
Deputy Assistant Attorney General
J. CHRISTOPHER KOHN
Director

/s/ Keith M. Harper
KEITH M. HARPER
D.C. Bar No. 451956
JUSTIN GUILDER
D.C. Bar No. 979208
KILPATRICK STOCKTON, LLP
607 14th Street, N.W.
Washington, D.C. 20005
(202) 508-5844

/s/Robert E. Kirschman, Jr.
ROBERT E. KIRSCHMAN, JR.
Deputy Director
D.C. Bar No. 406635
MICHAEL J. QUINN
Trial Attorney
D.C. Bar No. 401376
Commercial Litigation Branch
Civil Division
P.O. Box 875
Ben Franklin Station
Washington, D.C. 20044-0875
(202) 616-0328

DAVID COVENTRY SMITH
N.C. Bar No. 12558
Admitted Pro Hac Vice
KILPATRICK STOCKTON LLP
1001 West Fourth Street
Winston-Salem, NC 27101-2400
(336) 607-7392

Attorneys for Defendants

WILLIAM E. DORRIS
Georgia Bar No. 225987
Admitted Pro Hac Vice
ELLIOTT LEVITAS
D.C. Bar No. 384758
KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309
404-815-6500

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT was served on the following via facsimile, pursuant to agreement, on this day, December 10, 2010.

Earl Old Person (*Pro se*)
Blackfeet Tribe
P.O. Box 850
Browning, MT 59417
406.338.7530 (fax)

/s/ Shawn Chick

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL <u>et al.</u> , on their own)	
behalf and on behalf of all persons similarly)	
situated,)	
)	
<u>Plaintiffs,</u>)	
)	
v.)	Civil Action
)	No. 96-1285 (TH)
)	
KEN SALAZAR, Secretary of the Interior, <u>et al.</u> ,)	
)	
<u>Defendants.</u>)	
)	
)	

ORDER ON JOINT MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

This matter comes before this Court on the Parties’ Joint Motion for Preliminary Approval of Settlement Agreement (“Joint Motion”). In accordance with the accompanying Memorandum Opinion and upon consideration of the proposed Settlement Agreement as amended through November 17, 2010 (the “Settlement Agreement”), 28 U.S.C. § 1331, the Claims Settlement Act of 2010, and the record of these proceedings, it is hereby

1. ORDERED that the Joint Motion is GRANTED. It is further

Third Party Contractors

2. ORDERED that the Parties’ request to retain Kinsella Media, LLC as Notice Administrator, as defined and set forth in the Settlement Agreement, is GRANTED. It is further

3. ORDERED that the Parties' request to retain Garden City Group, Inc ("GCG") as Claims Administrator, as defined and set forth in the Settlement Agreement, is GRANTED. It is further

Filings Deadlines for Fees, Costs, Expenses and Incentive Awards

4. ORDERED that any Petition for an Award of Attorneys' Fees and Expenses ("Petition") shall be filed no later than 30 days after the date of this Order; that Defendants' response, if any, shall be filed within 30 days of the date Petition is filed; and, that any reply shall be filed within the time period set forth in the Local Rules. It is further

5. ORDERED that Plaintiffs file their Memorandum in support of Class Representative's Incentive Awards and Expenses ("Plaintiffs' Memorandum") within 30 days after the date of this Order; that Defendants' response, if any, shall be filed within 30 days after the date Plaintiffs' Memorandum is filed; and that Plaintiffs' reply, if any, shall be filed within the time period set forth in the Local Rules. It is further

Notice Plan

6. ORDERED that the Notice Plan described in C.1 of the Settlement Agreement and set forth in Exhibit 1 of the Joint Motion for Preliminary Approval of Settlement Agreement is approved. It is further

7. ORDERED that the notice period shall commence 30 days after the date of this Order. It is further

8. ORDERED that the Long and Short Form Notices of Class Action Settlement ("Notices") with the United States are approved substantially as set forth in Exhibits 1 and 2 to this Order and that the dissemination of such Notices shall be made in the manner described in the Notice Plan. It is further

9. ORDERED that the Claim Form is approved substantially as set forth in Exhibit 3 to this Order and shall be attached to the Long Form Notice described in the Notice Plan. It is further

10. ORDERED that the Parties' request to proceed without filing additional notice under the Class Action Fairness Act, 28 U.S.C. § 1715, is GRANTED. It is further

Opt-Outs and Objections

11. ORDERED that the deadline for members of the Trust Administration Class to opt-out of the settlement shall be 120 days after the date of this Order. Timeliness will be determined using the opt-out or objection postmark date. Class members who wish to opt-out shall submit a written request for exclusion and include: the Class Member's full legal name, mailing address, IIM Account Number(s), social security number, and a statement of his or her intention to opt out of the Settlement. It is further

12. ORDERED that GCG shall compile a list of valid opt-outs, which shall be filed with this Court by the Parties no later than 135 days after the date of this Order. Opt-outs whose validity is disputed by the parties shall be so identified for this Court's resolution. It is further

13. ORDERED that a Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement or the amount of attorneys' fees and incentive payments for Class Representatives, costs, and expenses, shall file his or her objection(s) with the Court and serve such objection upon the parties within 120 days of the date of this Order. Such objection shall set forth specific reason(s), if any, for the objection, including legal authorities that the Class Member wishes to bring to the Court's attention, evidence that the Class Member wishes to introduce in support of the objection, grounds to support his or her status as a Class Member, and whether the Class Member intends to appear at the Fairness

Hearing. Class Members may act and appear pro se or through counsel employed at their personal expense. Class Members may appear at the Fairness Hearing to object to any aspect of the fairness, reasonableness or adequacy of this Agreement or of the Settlement. It is further

14. ORDERED that a Class Member who neither objects to the settlement nor opts out of the Class shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object and opt out and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. It is further

15. ORDERED that the Parties' responses, if any, to objections about the Settlement shall be filed with the Court no later than 135 days following the date of this Order. It is further

Fairness Hearing and Motion for Final Approval

16. ORDERED that the parties shall submit a Joint Motion for Entry of Judgment and Final Approval no later than 145 days following the date of this Order. It is further

17. ORDERED that the Clerk shall schedule a fairness hearing for the first available date on the Court's calendar, but no sooner than 150 days following the date of this Order. A separate order shall issue this date.

SO ORDERED

This ___ day of December 2010

THOMAS F. HOGAN
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

Class Action Settlement Agreement

December 7, 2009

TABLE OF CONTENTS

	Page
BACKGROUND	2
TERMS OF AGREEMENT	6
A. DEFINITIONS	6
B. AMENDED COMPLAINT AND PRELIMINARY APPROVAL.....	15
C. CLASS NOTICE AND OPT OUT.....	17
D. MOTION FOR JUDGMENT, FAIRNESS HEARING, AND FINAL APPROVAL	21
E. ACCOUNTING/TRUST ADMINISTRATION FUND	23
F. TRUST LAND CONSOLIDATION FUND.....	35
G. INDIAN EDUCATION SCHOLARSHIPS	38
H. TAXES AND ELIGIBILITY FOR BENEFITS.....	42
I. RELEASES.....	43
J. ATTORNEYS' FEES.....	47
K. CLASS REPRESENTATIVES' INCENTIVE AWARDS	49
L. NO FURTHER MONETARY OBLIGATION.....	51
M. ADDITIONAL PROVISIONS.....	52
SIGNATURES.....	55

The Parties agree that the Settlement is contingent on the enactment of legislation to authorize or confirm specific aspects of the Settlement as set forth below. If such legislation, which will expressly reference this Agreement, is not enacted on or before the Legislation Enactment Deadline as defined in this Agreement, unless such date is mutually agreed to be extended by the Parties, or is enacted with material changes, the Agreement shall automatically become null and void.

BACKGROUND

1. On June 10, 1996, a class action complaint (the “Complaint”) was filed in the United States District Court for the District of Columbia (the “Court”) entitled Elouise Pepion Cobell, et al. v. Bruce Babbitt, Secretary of Interior, et al., No. Civ. 96-1285 (RCL) (currently denominated as Elouise Pepion Cobell v. Ken Salazar, Secretary of Interior, et al., 96-1285 (JR)) (this “Action”), seeking to redress alleged breaches of trust by the United States, and its trustee-delegates the Secretary of Interior, the Assistant Secretary of Interior-Indian Affairs, and the Secretary of the Treasury, regarding the management of Individual Indian Money (“IIM”) Accounts held on behalf of individual Indians.

2. The Complaint sought, among other things, declaratory and injunctive relief construing the trust obligations of the Defendants to members of the Plaintiff class and declaring that Defendants have breached and are in continuing breach of their trust obligations to class members, an order compelling Defendants to perform these legally mandated obligations, and requesting an accounting by Interior Defendants (as hereinafter defined) of individual Indian trust assets. See Cobell v. Babbitt, 52 F.Supp. 2d 11, 19 (D.D.C. 1999) (“Cobell III”).

3. On February 4, 1997, the Court granted Plaintiffs’ Motion for Class Action Certification pursuant to FRCP 23(b)(1)(A) and (b)(2) “on behalf of a plaintiff class consisting of

present and former beneficiaries of IIM Accounts (exclusive of those who prior to the filing of the Complaint herein had filed actions on their own behalf alleging claims included in the Complaint)” (the “February 4, 1997 Class Certification Order”), reserving the jurisdiction to modify the February 4, 1997 Class Certification Order as the interests of justice may require, *id.* at 2-3.

4. On December 21, 1999, the Court held, among other things, that Defendants were then in breach of certain of their respective trust duties, Cobell v. Babbitt, 91 F. Supp. 2d 1, 58 (D.D.C. 1999) (“Cobell V”).

5. On February 23, 2001, the United States Court of Appeals for the District of Columbia Circuit (the “Court of Appeals”) upheld the Court’s determination that Defendants were in breach of their statutory trust duties, Cobell v. Norton, 240 F.3d 1081 (D.C. Cir. 2001) (“Cobell VI”).

6. Subsequently, the Court made determinations that had the effect of modifying the February 4, 1997 Class Certification Order, determining on January 30, 2008, that the right to an accounting accrued on October 25, 1994, “for all then-living IIM beneficiaries: those who hold or at any point in their lives held IIM Accounts.” Cobell v. Kempthorne, 532 F. Supp. 2d 37, 98 (D.D.C. 2008) (“Cobell XX”).

7. The Court and the Court of Appeals have further clarified those individual Indians entitled to the relief requested in the Complaint in the following respects:

- (a) Excluding income derived from individual Indian trust land that was received by an individual Indian beneficiary on a direct pay basis, Cobell XX, 532 F. Supp. 2d at 95-96;
- (b) Excluding income derived from individual Indian trust land where such funds were managed by tribes, *id.*;
- (c) Excluding IIM Accounts closed prior to October 25, 1994, date of passage of the American Indian Trust Fund Management Reform Act of 1994, Pub. L. No. 103-

412, 108 Stat. 4239 codified as amended at 25 U.S.C. § 162a et. seq. (the “Trust Reform Act”), Cobell v. Salazar, 573 F.3d 808, 815 (D.C. Cir. 2009) (Cobell XXII); and

- (d) Excluding heirs to money from closed accounts that were subject to final probate determinations, *id.*

8. On July 24, 2009, the Court of Appeals reaffirmed that “[t]he district court sitting in equity must do everything it can to ensure that [Interior Defendants] provide [plaintiffs] an equitable accounting,” *Id.* at 813.

9. This Action has continued for over 13 years, there is no end anticipated in the foreseeable future, and the Parties are mindful of the admonition of the Court of Appeals that they work together “to resolve this case expeditiously and fairly,” Cobell v. Kempthorne, 455 F.3d 317, 336 (D.C. Cir. 2006), and desire to do so.

10. Recognizing that individual Indian trust beneficiaries have potential additional claims arising from Defendants’ management of trust funds and trust assets, Defendants have an interest in a broad resolution of past differences in order to establish a productive relationship in the future.

11. The Parties recognize that an integral part of trust reform includes accelerating correction of the fractionated ownership of trust or restricted land, which makes administration of the individual Indian trust more difficult.

12. The Parties also recognize that another part of trust reform includes correcting the problems created by the escheatment of certain individual Indians’ ownership of trust or restricted land, which has been held to be unconstitutional (*see* Babbitt v. Youpee, 519 U.S. 234 (1997); Hodel v. Irving, 481 U.S. 704 (1987)) and which makes administration of the individual Indian trust difficult.

13. Plaintiffs believe that further actions are necessary to reform the individual Indian trust, but hope that such further reforms are made without the need for additional litigation. Plaintiffs are also hopeful that the Commission which Secretary Salazar is announcing contemporaneously with the execution of this Agreement will result in the further reform which Plaintiffs believe is needed.

14. The Parties have an interest in as complete a resolution as possible for individual Indian trust-related claims and agree that this necessarily includes establishing a sum certain as a balance for each IIM Account as of a date certain.

15. Defendants deny and continue to deny any and all liability and damages to any individual Indian trust beneficiary with respect to the claims or causes of action asserted in the Litigation or the facts found by the Court in this Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever and without admitting any wrongdoing, and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendants have agreed to settle the Litigation (as hereinafter defined) on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the case.

16. Class Counsel have conducted appropriate investigations and analyzed and evaluated the merits of the claims made, and judgments rendered, against Defendants in the Litigation, the findings, conclusions and holdings of the Court and Court of Appeals in this Litigation, and the impact of this Settlement on Plaintiffs as well as the impact of no settlement, and based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery, or might result in a recovery that is less favorable than

that provided for in this Settlement, and that otherwise a fair judgment would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Settlement are fair, reasonable and adequate and that this Settlement is in the best interests of all Class Members.

17. The Parties desire to settle the Litigation and resolve their differences based on the terms set forth in this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of this Background, the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for in this Agreement, the Parties agree to a full and complete settlement of the Litigation on the following terms.

A. DEFINITIONS

1. Accounting/Trust Administration Fund. “Accounting/Trust Administration Fund” shall mean the \$1,412,000,000.00 that Defendants shall pay into a Settlement Account held in the trust department of a Qualified Bank (as hereinafter defined) selected by Plaintiffs and approved by the Court, as well as any interest or investment income earned before distribution. The \$1,412,000,000.00 payment represents the maximum total amount that Defendants are required to pay to settle Historical Accounting Claims, Funds Administration Claims, and Land Administration Claims.

2. Amended Complaint. “Amended Complaint” shall mean the complaint amended by Plaintiffs solely as part of this Agreement, and for the sole purpose of settling this Litigation, to be filed with the Court concurrently with, and attached to, this Agreement.

3. Amount Payable for Each Valid Claim. “Amount Payable for Each Valid Claim” shall mean the amount prescribed in section E.3 and E.4 below.

4. Assigned Value. “Assigned Value” shall have the meaning set forth in subsection E(4)(b)(3) below.

5. Claims Administrator. “Claims Administrator” shall mean The Garden City Group, Inc., which shall provide services to the Parties to facilitate administrative matters and distribution of the Amount Payable for Each Valid Claim in accordance with the terms and conditions of this Agreement.

6. Classes. “Classes” shall mean the classes established for purposes of this Agreement: the Historical Accounting Class and the Trust Administration Class (both as hereinafter defined).

7. Class Counsel. “Class Counsel” shall mean Dennis Gingold, Thaddeus Holt and attorneys from Kilpatrick Stockton LLP, including Elliott H. Levitas, Keith Harper, William Dorris, David Smith, William Austin, Adam Charnes and Justin Guilder.

8. Class Members. “Class Members” shall mean members of the Classes.

9. Contact Information. “Contact Information” shall mean the best and most current information the Department of the Interior (“Interior”) then has available of a beneficiary’s name, social security number, date of birth, and mailing address, and whether Interior’s individual Indian trust records reflect that beneficiary to be a minor, non-compos mentis, an individual under legal disability, an adult in need of assistance or whereabouts unknown.

10. Day. “Day” shall mean a calendar day.

11. Defendants. “Defendants” shall mean Ken Salazar, Secretary of the Interior, Larry Echohawk, Assistant Secretary of the Interior – Indian Affairs, and H. Timothy Geithner, Secretary of the Treasury, and their successors in office, all in their official capacities.

12. Fairness Hearing. “Fairness Hearing” shall mean the hearing on the Joint Motion for Judgment and Final Approval referenced in Paragraph D(4) below.

13. Final Approval. “Final Approval” shall mean the occurrence of the following:

a. Following the Fairness Hearing, the Court has entered Judgment; and

b. The Judgment has become final. “Final” means the later of:

(1) The time for rehearing or reconsideration, appellate review, and review by petition for certiorari has expired, and no motion for rehearing or reconsideration and/or notice of appeal has been filed;

or

(2) If rehearing, reconsideration, or appellate review, or review by petition for certiorari is sought, after any and all avenues of rehearing, reconsideration, appellate review, or review by petition for certiorari have been exhausted, and no further rehearing, reconsideration, appellate review, or review by petition for certiorari is permitted, or the time for seeking such review has expired, and the Judgment has not been modified, amended or reversed in any way.

14. Funds Administration Claims. “Funds Administration Claims” shall mean known and unknown claims that have been or could have been asserted through the Record Date for Defendants’ alleged breach of trust and mismanagement of individual Indian trust funds, and consist of Defendants’ alleged:

a. Failure to collect or credit funds owed under a lease, sale, easement or other transaction, including without limitation, failure to collect or credit

all money due, failure to audit royalties and failure to collect interest on late payments;

- b. Failure to invest;
- c. Underinvestment;
- d. Imprudent management and investment;
- e. Erroneous or improper distributions or disbursements, including to the wrong person or account;
- f. Excessive or improper administrative fees;
- g. Deposits into wrong accounts;
- h. Misappropriation;
- i. Funds withheld unlawfully and in breach of trust;
- j. Loss of funds held in failed depository institutions, including interest;
- k. Failure as trustee to control or investigate allegations of, and obtain compensation for, theft, embezzlement, misappropriation, fraud, trespass, or other misconduct regarding trust assets;
- l. Failure to pay or credit interest, including interest on Indian monies proceeds of labor (IMPL), special deposit accounts, and IIM Accounts;
- m. Loss of funds or investment securities, and the income or proceeds earned from such funds or securities;
- n. Accounting errors;
- o. Failure to deposit and/or disburse funds in a timely fashion; and

- p. Claims of like nature and kind arising out of allegations of Defendants' breach of trust and/or mismanagement of individual Indian trust funds through the Record Date, that have been or could have been asserted.

15. Historical Accounting Claims. "Historical Accounting Claims" shall mean common law or statutory claims, including claims arising under the Trust Reform Act, for a historical accounting through the Record Date of any and all IIM Accounts and any asset held in trust or restricted status, including but not limited to Land (as defined herein) and funds held in any account, and which now are, or have been, beneficially owned or held by an individual Indian trust beneficiary who is a member of the Historical Accounting Class. These claims include the historical accounting through the Record Date of all funds collected and held in trust by Defendants and their financial and fiscal agents in open or closed accounts, as well as interest earned on such funds, whether such funds are deposited in IIM Accounts, or in tribal, special deposit, or government administrative or operating accounts.

16. Historical Accounting Class. "Historical Accounting Class" means those individual Indian beneficiaries (exclusive of those who prior to the filing of the Complaint on June 10, 1996 had filed actions on their own behalf stating a claim for a historical accounting) alive on the Record Date and who had an IIM Account open during any period between October 25, 1994 and the Record Date, which IIM Account had at least one cash transaction credited to it at any time as long as such credits were not later reversed. Beneficiaries deceased as of the Record Date are included in the Historical Accounting Class only if they had an IIM Account that was open as of the Record Date. The estate of any Historical Accounting Class Member who dies after the Record Date but before distribution is in the Historical Accounting Class.

17. IIM Account. “IIM Account” means an IIM account as defined in title 25, Code of Federal Regulations, section 115.002.

18. Interior Defendants. “Interior Defendants” shall mean Ken Salazar, Secretary of the Interior, and Larry Echohawk, Assistant Secretary of the Interior – Indian Affairs, and their successors in office, all in their official capacities.

19. Land. “Land” shall mean land owned by individual Indians and held in trust or restricted status by Interior Defendants, including all resources on, and corresponding subsurface rights, if any, in the land, and water, unless otherwise indicated.

20. Land Consolidation Program. The fractional interest acquisition program authorized in 25 U.S.C. 2201 et seq., including any applicable legislation enacted pursuant to this Agreement.

21. Land Administration Claims. “Land Administration Claims” shall mean known and unknown claims that have been or could have been asserted through the Record Date for Interior Defendants’ alleged breach of trust and fiduciary mismanagement of land, oil, natural gas, mineral, timber, grazing, water and other resources and rights (the “resources”) situated on, in or under Land and consist of Interior Defendants’ alleged:

- a. Failure to lease Land, approve leases or otherwise productively use Lands or assets;
- b. Failure to obtain fair market value for leases, easements, rights-of-way or sales;
- c. Failure to prudently negotiate leases, easements, rights-of-way, sales or other transactions;
- d. Failure to impose and collect penalties for late payments;

- e. Failure to include or enforce terms requiring that Land be conserved, maintained, or improved;
- f. Permitting loss, dissipation, waste, or ruin, including failure to preserve Land whether involving agriculture (including but not limited to failing to control agricultural pests), grazing, harvesting (including but not limited to permitting overly aggressive harvesting), timber lands (including but not limited to failing to plant and cull timber land for maximum yield), and oil, natural gas, mineral resources or other resources (including but not limited to failing to manage oil, natural gas, or mineral resources to maximize total production);
- g. Misappropriation;
- h. Failure to control, investigate allegations of, or obtain relief in equity and at law for, trespass, theft, misappropriation, fraud or misconduct regarding Land;
- i. Failure to correct boundary errors, survey or title record errors, or failure to properly apportion and track allotments; and
- j. Claims of like nature and kind arising out of allegations of Interior Defendants' breach of trust and/or mismanagement of Land through the Record Date, that have been or could have been asserted.

22. Legislation Enactment Deadline. "Legislation Enactment Deadline" shall mean December 31, 2009, 11:59 p.m. Eastern time.

23. Litigation. "Litigation" shall mean that which is stated in the Amended Complaint attached to this Agreement.

24. Named Plaintiffs; Class Representatives. “Named Plaintiffs” shall mean and include Elouise Pepion Cobell (“Lead Plaintiff”), Penny Cleghorn, Thomas Maulson, and James Louis Larose. The Named Plaintiffs are also referred to as the “Class Representatives.”

25. Notice Contractor. “Notice Contractor” shall mean a mutually agreeable entity that shall provide services to the Parties needed to provide notice to the Classes.

26. Order Granting Preliminary Approval. “Order Granting Preliminary Approval” shall mean the Order entered by the Court preliminarily approving the terms set forth in this Agreement, including the manner and timing of providing notice to the Classes, the time period for objections and the date, time and location for a Fairness Hearing.

27. Parties. “Parties” shall mean the Named Plaintiffs, members of the Classes, and Defendants.

28. Preliminary Approval. “Preliminary Approval” shall mean that the Court has entered an Order Granting Preliminary Approval.

29. Qualifying Bank; Qualified Bank. “Qualifying Bank” or “Qualified Bank” shall mean a federally insured depository institution that is "well capitalized," as that term is defined in 12 CFR §325.103, and that is subject to regulation and supervision by the Board of Governors of the Federal Reserve System or the U.S. Comptroller of the Currency under 12 CFR §9.18.

30. Record Date. “Record Date” shall mean September 30, 2009, 11:59 p.m. Eastern time.

31. Settlement Account. “Settlement Account” shall mean the trust account(s) established by Class Counsel in a Qualified Bank approved by the Court for the purpose of effectuating the Settlement and into which the Accounting/Trust Administration Fund shall be

deposited and from which Stage 1 and Stage 2 Distributions, among other things set forth in this Agreement, shall be paid.

32. Special Master. “Special Master” shall be the person appointed by the Court as provided in paragraph E.1.a.

33. Stage 1; Stage 1 Distribution. “Stage 1” and “Stage 1 Distribution” shall mean the distribution to the Historical Accounting Class as provided in paragraph E(3).

34. Stage 2; Stage 2 Distribution. “Stage 2” and “Stage 2 Distribution” shall mean the distribution to the Trust Administration Class as provided in paragraph E(4).

35. Trust Administration Class. “Trust Administration Class” shall mean those individual Indian beneficiaries (exclusive of persons who filed actions on their own behalf, or a group of individuals who were certified as a class in a class action, stating a Funds Administration Claim or a Land Administration Claim prior to the filing of the Amended Complaint) alive as of the Record Date and who have or had IIM Accounts in the “Electronic Ledger Era” (currently available electronic data in systems of the Department of the Interior dating from approximately 1985 to the present), as well as individual Indians who, as of the Record Date, had a recorded or other demonstrable ownership interest in land held in trust or restricted status, regardless of the existence of an IIM Account and regardless of the proceeds, if any, generated from the Land. The Trust Administration Class does not include beneficiaries deceased as of the Record Date, but does include the estate of any deceased beneficiary whose IIM Accounts or other trust assets had been open in probate as of the Record Date. The estate of any Trust Administration Class Member who dies after the Record Date but before distribution is included in the Trust Administration Class.

36. Trust Land Consolidation Fund. “Trust Land Consolidation Fund” shall mean the \$2,000,000,000.00 allocated to Interior Defendants and held in a separate account in Treasury for the purpose of acquiring fractional interests in trust or restricted land and such other purposes as permitted by this Agreement and applicable law.

B. AMENDED COMPLAINT AND PRELIMINARY APPROVAL

1. Legislation Required. The Parties agree that the Agreement is contingent on the enactment of legislation to authorize specific aspects of the Agreement. The Parties agree that enactment of this legislation is material and essential to this Agreement and that if such legislation is not enacted into law by the Legislation Enactment Deadline, unless such date is mutually agreed by the Parties in writing to be extended, or is enacted with material changes, the Agreement shall automatically become null and void. In the event this Agreement becomes null and void, nothing in this Agreement may be used against any Party for any purpose.

2. Effect of Material Modifications. A copy of the proposed legislation is attached as Exhibit “A”. If legislation is enacted in any manner at any time prior to Final Approval which alters, expands, narrows or modifies the attached proposed legislation in any material way, this Agreement shall be null and void in its entirety.

3. Amended Complaint.

- a. Amendment of Complaint. Within two business days of enactment of the legislation, or by January 15, 2010, whichever is later, Plaintiffs will file an Amended Complaint to which Defendants will provide written consent provided that such Amended Complaint conforms with the proposed Amended Complaint attached as Exhibit “B” to this Agreement. Defendants’ obligation to answer the Amended Complaint shall be held in abeyance pending Final Approval. Defendants’ written consent to the

filing constitutes neither an admission of liability regarding any Funds Administration Claims and/or Land Administration Claims, nor a waiver of any defense to such claims in any form.

- b. Causes of Action. The Amended Complaint will include (a) a claim for breach of trust with respect to individual Indians and related request for an historical accounting of the IIM Account, (b) a claim for breach of trust seeking equitable restitution to restate the IIM Accounts in accordance with the historical accounting requested, and (c) one or more claims for breach of trust with respect to Defendants' mismanagement of trust funds and trust assets requesting damages, restitution and other monetary relief.
- c. Classes. The Amended Complaint will set forth the Historical Accounting Class and the Accounting/Trust Administration Class as the two plaintiff classes.
- d. Claims. For purposes of settlement only, and only as a provision of this Agreement, the Amended Complaint will include Funds Administration Claims and Land Administration Claims.

4. Preliminary Approval.

- a. Joint Motion. Concurrent with the filing of the Amended Complaint, the Parties shall file a joint motion for Preliminary Approval of this Agreement by the Court and attach a copy of this Agreement and such other documents which the Parties determine are necessary for the Court's consideration.

- b. Class Certification. The joint motion referenced in subparagraph a. above shall include a joint request by the Parties that the Court certify the Trust Administration Class pursuant to FRCP 23(b)(3), and also to amend the February 4, 1997 Order Certifying Class Action under FRCP 23(b)(1)(A) and 23(b)(2), in accordance with this Agreement.

5. Requirement for Notice Acknowledged. The Parties recognize that the Court is required to provide the Historical Accounting Class and the Trust Administration Class, pursuant to FRCP 23(c)(2)(A) and (B), as applicable, with reasonable and appropriate notice of (i) the Action, (ii) the proposed Agreement, and (iii) the opportunity for members of the Trust Administration Class to opt out of the settlement pursuant to the procedures set forth in paragraph C(2)(c), and, pursuant to FRCP 23(h), with reasonable and appropriate notice of attorney fees and costs to be requested by Class Counsel.

6. Joint Motion If Settlement Not Completed. Should (a) either party terminate this Agreement pursuant to the terms hereof, (b) this Agreement become null and void because a condition subsequent does not occur, or (c) this Agreement not finally be approved by the Court, the Parties shall file a joint motion (i) to strike the Amended Complaint, (ii) to vacate any Order of the Court certifying the Amended Complaint as a class action, and (iii) to restore the Parties to the *status quo ante*.

C. CLASS NOTICE AND OPT OUT

1. Class Notice.

- a. Commencement of Notice. Upon entry of an Order granting Preliminary Approval, the Notice Contractor, in cooperation with Class Counsel and Interior Defendants, shall notify the Classes of this Agreement.

- b. Direct Notice. The Parties shall use reasonable efforts, and utilize the services of the Notice Contractor and Claims Administrator, as appropriate, to effectuate a Direct Class Notice as soon as practicable following the date of entry of the Order Granting Preliminary Approval.
- c. Published Notice. The Parties shall also use reasonable efforts and the services of the Notice Contractor to effectuate Published Class Notice through the use of media, including targeted mainstream and Native American media (including translation to native language where appropriate) contemporaneous with the mailing of the Direct Class Notice.
- d. Contents of Notice. Pursuant to FRCP 23(c)(2), the notice to the Class Members shall include the following general notice information: the definition of the certified class[es]; a general description of the litigation and its claims, issues, and defenses; material terms of this proposed Agreement; procedures for allocating and distributing funds in the Settlement Account; Class Counsel's request for and amount of attorneys' fees, expenses and costs; Class Representatives' incentive awards, including expenses and costs; options available to settlement Class Members, including the manner, time limits, forum and form of an objection to this proposed Agreement; options available to potential Class Members ("claimants") to participate in a Stage 2 distribution, including the manner, time limits and form for such an application; the right of any Class Member to enter an appearance *pro se* or through an attorney to object to the Agreement or any of its terms; the nature and scope of opt

out rights; actions that are required to opt out of the Agreement; the effect of opt outs on the Agreement; the mailing address and toll-free telephone number of the Claims Administrator for class inquiries and clarifications regarding the Settlement; the date, time, and location of the Final Approval Hearing on Agreement; the binding effect on a Class Member's IIM Account balance as of the Record Date unless the Class Member opts out of the Trust Administration Class; and the binding effect of the Agreement on Class Members.

- e. Interior's Second Notice Option. In addition to the Notice described in section 1.d, above, Interior Defendants reserve the right to issue a Second Notice after the Fairness Hearing, with such Second Notice containing detailed information regarding the Accounting/Trust Administration Fund and the Land Consolidation Program. The cost of this Second Notice would be a separate expense borne by Interior Defendants.

2. Class Member Opt Out.

- a. No Opt Out for Historical Accounting Class. In accordance with FRCP 23(b)(2), no opt out will be available to those Class Members in the Historical Accounting Class.
- b. Deadline for Trust Administration Class Opt Outs. The deadline for those Class Members in the Trust Administration Class to opt out will be sixty (60) days from the first day Notice is sent. Timeliness will be determined using the opt out or objection postmark date.

- c. Opt Out Requirements. To opt out, members of the Trust Administration Class must submit to the Claims Administrator a written request for exclusion. The request for exclusion must include the individual's full name, address, IIM Account number(s), Social Security Number, and a statement of the individual's intention to opt out of the Settlement.
- d. Opt Out List. The Claims Administrator shall compile a list of valid opt outs for submission to the Court and, if the Parties disagree over the validity of any opt out determination, then any such disagreement may be lodged with the Court for a final and binding decision. Through the date Class Members must exercise their option to opt out, the Claims Administrator shall be contractually bound to provide written daily status reports in a format agreeable to the Parties that identifies each and every person who has opted out.
- e. Opt Out Fund Adjustment. When Class Members opt out of the Trust Administration Class, the amount of the Accounting/Trust Administration Fund shall be reduced by the amount such an opting out Class Member would have received in his or her Stage 2 payment, including both the baseline payment and the pro rata amounts. Such amounts for opt outs shall be determined prior to the Stage 2 distribution and paid to Defendants contemporaneous with the distribution of Stage 2 payments.
- f. Kick-Out Option. In the event that the Class Members who do not opt out of the Trust Administration Class represent in the aggregate less than eighty five percent (85%) of the aggregate amount of all Assigned Values,

then Defendants, at their sole option, may elect to withdraw from and fully terminate this Agreement in which case the Parties will be restored to their prior positions as though the Agreement had never been executed, except as provided in paragraph D.7. In exercising such an election to terminate, Defendants must terminate the Agreement in its entirety and may not terminate only parts of the Agreement. Defendants must exercise this election to terminate no later than one day before the Fairness Hearing by filing a notice with the Court with a schedule under seal of Class Members who opted out and their respective Assigned Values. Any disputes regarding an attempt by Defendants to terminate shall be decided by the Court.

D. MOTION FOR JUDGMENT, FAIRNESS HEARING, AND FINAL APPROVAL

1. Motion for Judgment. Pursuant to this Agreement and in accordance with the Court's Order Granting Preliminary Approval, the Parties will submit a Joint Motion for Entry of Judgment and Final Approval for consideration by the Court at the Fairness Hearing.

2. Objections to Settlement. A Class Member who wishes to object to the fairness, reasonableness or adequacy of this Agreement or of the Settlement contemplated hereby must file with the Clerk of the Court and serve on the Parties a statement of the objection setting forth the specific reason(s), if any, for the objection, including any legal support that the Class Member wishes to bring to the Court's attention, any evidence that the Class Member wishes to introduce in support of the objection, any grounds to support his or her status as a Class Member, and whether the Class Member intends to appear at the Fairness Hearing. Class Members may act either on their own or through counsel employed at their own expense. Any Class Member

may appear at the Fairness Hearing to object to any aspect of the fairness, reasonableness or adequacy of this Agreement or of the Settlement.

3. Binding Effect. Any Class Member who neither objects to the Agreement nor opts out of the Class as provided in paragraph C(2), shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object and to opt out and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Litigation.

4. Fairness Hearing. At the Fairness Hearing, the Parties will request that the Court, among other things:

- a. Grant final certification of the Classes;
- b. Enter Judgment in accordance with this Agreement;
- c. Approve the Settlement as final, fair, reasonable, adequate, and binding on all Class Members who have not timely opted out pursuant to paragraph C(2);
- d. Approve the payment of reasonable attorneys' fees, expenses and costs for Class Counsel;
- e. Approve the incentive awards for Class Representatives, including expenses and costs that were not paid for by attorneys;
- f. Order the Claims Administrator to process and pay all Valid Claims from the Settlement Account;
- g. Order the release of all Class Members' claims pursuant to paragraph I(1)–(9); and
- h. Order Defendants to make the final payment into the Accounting/Trust Administration Fund.

5. Final Approval. The Court's Final Approval shall grant each of those requests.

6. Effect of Failure to Grant Final Approval. If Final Approval does not occur, this Agreement shall be null and void.

7. Return of Remaining Funds in Settlement Account if No Final Approval. If for any reason Final Approval cannot be achieved, the Notice Contractor and Claims Administrator shall be notified to cease work. To the extent any funds remain in the Settlement Account, Class Counsel shall promptly seek a Court order to pay the remaining valid invoices of the Notice Contractor and Claims Administrator and, within thirty (30) days thereafter, the Parties shall jointly seek a Court order to return to Defendants all funds, if any, that then remain in the Settlement Account. Defendants shall not be entitled to recoup from Plaintiffs or Class Counsel any funds already spent from the Settlement Account.

E. ACCOUNTING/TRUST ADMINISTRATION FUND

1. General Provisions

a. Special Master. Upon Final Approval, the Parties shall request that the Court appoint a Rule 53 Special Master, who shall have only the duties referenced in this Agreement when so designated by the Court. The Special Master shall only be involved in taking certain actions or making certain determinations in connection with the distribution of the Accounting/Trust Administration Fund and eligibility of individuals to participate as Class Members. The Special Master shall have no role regarding the distribution of the Trust Land Consolidation Fund. The Special Master shall also have no role in resolving any disputes between (i) the Parties or (ii) a Class Member and Defendants. The Special Master shall be paid out of funds in the Settlement Account, and shall submit

invoices for fees and expenses to Class Counsel, at reasonable intervals, who shall file them with the Court, requesting an order to pay the Special Master. All disputes regarding the Special Master's invoices or compensation shall be decided by the Court. The Parties agree to cooperate to minimize the costs of the Special Master.

- b. Claims Administrator. The Parties agree to cooperate as to all aspects of this Agreement to minimize the costs of the Claims Administrator. All payments to the Claims Administrator must be for reasonable and necessary services in accordance with detailed invoices provided to the Parties and approved by the Court or the Special Master as the Court may designate. Class Counsel shall be responsible for submitting such invoices to the Court and may include invoices for the Claims Administrator's fees, expenses and costs incurred prior to Preliminary Approval.
- c. Qualifying Bank. The Accounting/Trust Administration Fund shall be deposited in, and administered by, the trust department(s) of a Qualified Bank or Qualified Banks. To the extent settlement funds are held in deposit accounts in excess of FDIC insurance coverage, the excess amount shall be collateralized with securities that are U.S. Treasury or other securities that are backed by the full faith and credit of the United States.
- d. Duties. Class Counsel, with the Claims Administrator, shall have responsibility for administering the Accounting/Trust Administration Fund in accordance with this Agreement. Class Counsel shall provide the

necessary account information to Defendants as needed to support deposit of the Accounting/Trust Administration Fund.

- e. Distributions. All distributions from the Accounting/Trust Administration Fund shall be made pursuant to final Order of the Court or the Special Master as the Court may designate. The Amount Payable for Each Valid Claim and the claims process for making such payment shall be in accordance with the terms set forth below.
- f. Reliance on Defendants' Information. Class Counsel and the Claims Administrator shall be entitled to rely on the information provided by the Interior Defendants in making the distributions provided for in this Agreement.
- g. Defendants' Limited Role. Except as specifically provided in this Agreement, Defendants shall have no role in, nor be held responsible or liable in any way for, the Accounting/Trust Administration Fund, the holding or investment of the monies in the Qualifying Bank or the distribution of such monies.
- h. Payments to minors, non-compos mentis, individuals under legal disability, or adults in need of assistance. Class Members who are known to be minors, non-compos mentis, individuals under legal disability, or adults in need of assistance and who have an account open as of the date(s) of distribution shall have their distributions deposited into their IIM Accounts. If necessary, an IIM Account will be opened by Interior Defendants for each of them. Interior Defendants shall receive these

deposits as trust funds for the benefit of the pertinent individual Indian beneficiary.

- i. Payments to “whereabouts unknown”. Class Members who are deemed by Interior Defendants be “whereabouts unknown” and who have an account open as of the date of distribution shall have their distributions deposited into their IIM Accounts. For any Class Member who is designated as a “whereabouts unknown” and is not a minor, non-compos mentis, an individual under legal disability, or an adult in need of assistance, and does not claim any funds deposited in that beneficiary’s IIM Account as a result of this Agreement within five (5) years after the date Defendants first transfer monies for the Accounting/Trust Administration Fund to the Qualifying Bank, the principal amount of the funds deposited pursuant to this Agreement in that beneficiary’s IIM Account shall be paid by Interior Defendants to the Indian Education Scholarship Fund set out in Section G of this Agreement.
2. Payments into the Accounting/Trust Administration Fund
 - a. Defendants shall pay \$1,412,000,000.00 to the Accounting/Trust Administration Fund in the Settlement Account. This amount shall be paid in installments from the Judgment Fund, as set forth in subparagraphs b, c and d, below.
 - b. Concurrent with the filing of the Amended Complaint, the Parties shall move the Court for an order requiring Defendants to pay \$20,000,000.00 to the Accounting/Trust Administration Fund in the Settlement Account,

to be used by Plaintiffs to retain the Claims Administrator and Notice Contractor for necessary work required before Final Approval.

Defendants shall make this payment upon order of the Court.

- c. The Parties may jointly move the Court to order such further payments to the Accounting/Trust Administration Fund as are necessary to fund the work of the Claims Administrator and/or Notice Contractor before Final Approval. Defendants shall make payments requested in the joint motion upon order of the Court.
- d. Upon Final Approval, Defendants shall pay \$1,412,000,000.00 to the Accounting/Trust Administration Fund, less any amounts paid under paragraphs b and c, above.

3. Stage 1: Payment of Historical Accounting Claims

- a. Per-Person Payment. Each member of the Historical Accounting Class shall be paid a per capita amount of \$1,000.00 after Final Approval. This will be a per-person, not a per-account, payment.
- b. Stage 1 Information from Interior Defendants. Interior Defendants will provide periodic updates on Contact Information on an ongoing basis. Within 30 days after Defendants first transfer monies for the Accounting/Trust Administration Fund to the Qualified Bank, the Claims Administrator will be able to rely on the Contact Information Interior Defendants then have for beneficiaries to make a Stage 1 distribution.
- c. Returned Funds; Remainder Account. For distributions returned from the Stage 1 distribution, the Qualified Bank, working with the Claims

Administrator, shall use its best efforts to ensure that all such funds are deposited into the appropriate individual Indian beneficiary's trust account at Interior, if open, or into a separate interest bearing account at the Qualifying Bank ("Remainder Account") if no such IIM Account exists. The Claims Administrator shall take reasonable steps to locate, and distribute funds to, Class Members whose funds are deposited into the Remainder Account. If a Stage 1 participant whose funds were deposited into the Remainder Account subsequently provides documentation which is sufficient to show that such beneficiary is the Stage 1 participant for whom the returned funds were intended, Class Counsel shall file such documentation with the Court or the Special Master as the Court may designate, requesting an order to pay \$1,000.00 to each such beneficiary from the Remainder account.

4. Stage 2: Payment of Trust Administration Claims
 - a. Final Determination of Class Prior to Payment. No Stage 2 payments shall be made until all Stage 2 Class Members have been identified in accordance with this Agreement and their respective pro rata interests have been calculated.
 - b. Stage 2 Formula. Each individual Indian beneficiary determined to be within the Trust Administration Class in accordance with paragraph A.35 shall be paid after Final Approval a pro rata amount based upon the following formula:

- (1) Baseline Payment. Each individual Indian beneficiary determined to be within the Trust Administration Class shall be paid a baseline amount of \$500.00;
- (2) Amounts Available for Prorating. In addition, each individual Indian beneficiary in the Trust Administration Class who has or had an IIM Account that generated income that was credited to that IIM Account shall be paid an additional pro rata share of the funds remaining in the Accounting/Trust Administration Fund after deducting (a) amounts attributable to opt outs in accordance with paragraph C.2 of this Agreement, (b) all Stage 1 distributions, (c) an amount sufficient to cover a baseline payment to all Stage 2 Class Members, (d) the amount deemed necessary to fund the Reserve Fund provided for in section E.4.e.6; (e) all payments made, or to be made to, Class Counsel in accordance with an Order of the Court, (f) all payments made to, or to be made to, Class Representatives in accordance with an Order of the Court, (g) all payments to cover the costs of notice, administration and distribution of the Accounting/Trust Administration Fund (including but not limited to payments to the Notice Contractor, Claims Administrator, and Qualified Bank), and (g) an amount estimated by the Class Counsel to pay the remaining and future costs to be paid out of the Accounting/Trust Administration Fund for notice, administration and distribution.

(3) Calculation of Pro Rata Share. The additional pro rata share referenced in paragraph E.4 above will be calculated based upon an Assigned Value. The Assigned Value will be the average of the ten (10) highest revenue generating years in each individual Indian's IIM Account, from October 1, 1985 until the Record Date (September 30, 2009). If an account is open fewer than ten (10) years or otherwise reflects fewer than ten (10) years of revenue, the computation of the Assigned Value will utilize a zero dollar amount in each year that no revenue is reflected. For beneficiaries with more than one account during that period, the Assigned Value is calculated on an account by account basis for that Class Member, with each of the resulting calculations added together. Reversed transactions and inter-account transfers between an individual's accounts will not be considered in the calculation. A Class Member's pro rata percentage in the Stage 2 distribution shall be calculated based upon his or her Assigned Value divided by the sum of all Assigned Values for all Trust Administration Class Members. This percentage shall then be applied to the funds available for prorating to determine the Class Member's pro rata payment.

c. Information from Interior Defendants for Stage 2. Interior Defendants shall provide assistance to the Claims Administrator with respect to the preparation and creation of (i) the Contact Information for Stage 2

participants and (ii) the Assigned Value calculations and related Assigned Value percentages described in this Agreement.

- d. Returned Stage 2 Funds. For distributions returned from the Stage 2 distribution, the Qualifying Bank, with assistance from the Claims Administrator, shall use its best efforts to ensure that all such funds are deposited into the appropriate individual Indian beneficiary's trust account at Interior, if open, or into a Remainder Account if no such IIM Account exists. The Claims Administrator shall take reasonable steps to locate, and distribute funds to, the Class Member associated with such returned funds. If a Stage 2 participant whose funds were returned subsequently provides documentation which is sufficient to the Claims Administrator to demonstrate that such beneficiary is the Stage 2 participant for whom the returned funds were intended, Class Counsel shall file such documentation with the Court or the Special Master as the Court may designate, requesting an order to pay amounts due to such beneficiary from the Remainder Account. In the event the documentation is determined insufficient by the Claims Administrator, notice of that determination shall be provided to the person submitting the documentation, who shall then have the right to the reconsideration process set forth in paragraph E(5) below.
- e. Stage 2 Timeline. Stage 2 funds shall be distributed pursuant to the following timeline. The Court in its discretion may extend any Stage 2 deadline upon a showing of good cause.

- (1) Supplementary Notice. The Parties shall direct the Notice Contractor to undertake a supplementary notice campaign as soon as practicable following distribution of the Stage 1 funds. The purpose of this notice is to target potential claimants and provide information related to the Stage 2 distribution. Such notice shall be targeted generally in Native American population centers.
- (2) Standards and Procedures. The Claims Administrator shall prepare standards and procedures for the submission, timing and adequacy of documentation for potential additional Stage 2 participants who self-identify. The Parties shall provide assistance to the Claims Administrator to develop such standards and procedures. The Interior Defendants shall designate a liaison to the Claims Administrator for purposes of verifying documentation or responding to other queries regarding submitted documentation that might not be addressed by the agreed-to standards and procedures. The Claims Administrator may rely upon the Interior liaison's response or, after 14 days, the absence of a response, to the query in evaluating the submitted documentation. The Claims Administrator will take reasonable steps to provide assistance to potential claimants at all phases during the Stage 2 distribution so that they can comply with the agreed-to standards and procedures for the submission of documentation. The Claims Administrator shall maintain adequate records documenting all communications

with Class Members and such records shall be available to the Parties upon reasonable request.

- (3) Self-Identification Period. Potential class members who wish to participate in the Stage 2 distributions shall submit any documentation to the Claims Administrator within 45 days of Final Approval or such later date as the Court may order.
- (4) Initial Determination. The Claims Administrator shall make an initial determination with respect to each claimant's inclusion in the Stage 2 class within 90 days of Final Approval or such later date as the Court may order and shall so inform claimants in writing. If a potential claimant is denied participation as part of the initial determination, the Claims Administrator shall state the basis for its denial and the availability of reconsideration with the submission of additional documentation. Claimants who are denied participation in the Stage 2 distribution may submit additional documentation for reconsideration within 120 days of Final Approval or such later date as the Court may order. A claimant's failure to seek reconsideration will render the Claims Administrator's initial determination final and binding upon the claimant.
- (5) Reconsideration. The Claims Administrator shall make a determination with respect to all claimants' documents submitted in support of their request to reconsider the initial determination.

The Claims Administrator shall make a second determination within 150 days of Final Approval or such later date as the Court may order, and shall so inform each claimant in writing. If a claimant is again denied participation in the Stage 2 distribution, the Claims Administrator shall state the basis of its denial and the availability of appeal to the Court or the Special Master as the Court may designate. Any appeal shall be made within 180 days of Final Approval or such later date as may be ordered by the Court. A claimant's failure to timely appeal will render the Claims Administrator's determination final and binding upon the claimant.

- (6) Creation of Reserve Fund. Prior to the distribution of Stage 2 funds, the Parties shall discuss the timing and funding of a Reserve Fund out of Stage 2 funds to cover beneficiaries who did not receive notice of Stage 2 distributions and come forward after distribution of Stage 2 funds. Any disagreements between the Parties related to the creation and eventual termination of a Reserve Fund shall be presented to the Court.
- (7) Distribution. After Stage 2 Class Members have been substantially identified, Class Counsel may apply to the Court or the Special Master as the Court may designate for permission to commence Stage 2 distribution. Funds will be set aside for any identified Class Members. Completion of distribution of Stage 2 funds shall be no later than 14 days after the Court's decision of the last

claimant's appeal becoming final. The Court's decision shall be binding and final, unless timely appealed by the potential claimant.

(8) Final Disposition of the Accounting/Trust Administration Fund.

Any excess Accounting/Trust Administration Funds remaining after distribution (*e.g.*, funds not expended on administration), or funds in the Remainder Account, shall be paid to the organization selected as the recipient of the Indian Education Scholarship Fund set out in Section G of this Agreement.

F. TRUST LAND CONSOLIDATION FUND

1. Distribution. Conditioned on the enactment of the necessary legislation, the Interior Defendants shall distribute the Trust Land Consolidation Fund in accordance with the Land Consolidation Program authorized under 25 U.S.C. §§ 2201 *et seq.*, any other applicable legislation enacted pursuant to this Agreement, and applicable provisions of this Agreement.

2. Purposes of Trust Land Consolidation Fund. The Trust Land Consolidation Fund shall be used solely for the following purposes: (1) acquiring fractional interests in trust or restricted lands; (2) implementing the Land Consolidation Program; and (3) paying the costs related to the work of the Secretarial Commission on Trust Reform, including costs of consultants to the Commission and audits recommended by the Commission. An amount up to a total of no more than fifteen percent (15%) of the Trust Land Consolidation Fund shall be used for purposes (2) and (3) above.

3. Fair Market Value. The Interior Defendants shall offer fair market value in accordance with 25 U.S.C. § 2214 to owners of such fractionated interests. Interior Defendants shall use reasonable efforts to prioritize the consolidation of the most highly fractionated tracts of land.

4. Length of Fund. Interior Defendants shall have no more than ten (10) years from the date of Final Approval of this Agreement to expend the Trust Land Consolidation Fund, at which time any amounts remaining in the Trust Land Consolidation Fund shall be returned to the Treasury.

5. Indian Education Scholarship Holding Fund. Interior Defendants shall make the transfers to and from the Indian Education Scholarship Holding Fund as provided in paragraphs G.2.c and G.2.d.

6. Whereabouts Unknown. For those owners of fractional interests in trust or restricted land whose whereabouts are deemed unknown by Interior Defendants as of the date of Final Approval of this Agreement, Interior Defendants shall undertake the following additional efforts to attempt to locate such owners:

- a. Additional Service. In addition to the class notice requirements under this Agreement, the Interior Defendants shall use due diligence to provide all owners whose whereabouts are unknown with actual notice of the opportunity to convey their fractionated interests through the best means available.
- b. Notice. The Notice shall contain a general description of the Land Consolidation Program, the fractionated interests that the Interior Defendants wish to acquire, the proposed purchase price for such interests, the mailing address and a toll-free number for inquiries and clarifications regarding the Land Consolidation Program, and the process for responding to the offer to purchase.

- c. Returned Notice. In the event the written notice to an owner is returned undelivered, the Interior Defendants shall attempt to obtain a current address for such owner by conducting a reasonable search (including a reasonable search of records maintained by local, State, Federal and tribal governments and agencies) and by inquiring with the Indian tribe with jurisdiction over the subject parcel, and, if different from that tribe, the Indian tribe of which the owner is a member, if applicable, and, if successful in locating any such owner, send written notice in accordance with subparagraphs (a) and (b) above.
- d. Notice by Publication. The Interior Defendants shall give notice to all owners that the Secretary was unable to provide notice pursuant to subparagraphs (a) thru (c) above, by publication of the opportunity to convey fractionated interests as follows:
- (1) at least two (2) times in a newspaper of general circulation in the county or counties where the subject parcel of land is located or, if there is an Indian tribe with jurisdiction over the parcel of land and that tribe publishes a tribal newspaper or newsletter at least once every month, one (1) time in such newspaper of general circulation and one (1) time in such tribal newspaper or newsletter for a period of six (6) months;
 - (2) posting such notice in a conspicuous place in the tribal headquarters or administration building (or such other tribal building determined by the Interior Defendants to be most

appropriate for giving public notice) of the Indian tribe with jurisdiction over the parcel of land, if any; and

- (3) in addition to the foregoing, in the Interior Defendants' discretion, publishing notice in any other place or means that the Interior Defendants determine to be appropriate.

7. Consent for Conveyances. For those owners of fractional interests in trust or restricted land who are not located after Interior Defendants undertake the measures set forth herein and the passage of five (5) years from the date of Final Approval, the owners shall, to the extent authorized by the legislation contemplated by this Agreement, automatically be deemed to have consented to the conveyance of those fractionated interests that are located on a parcel of highly fractionated Indian land to Interior Defendants. The term “parcel of highly fractionated Indian land” is defined at 22 U.S.C. § 2201(6).

8. Deposits in IIM Accounts. All funds expended from the Trust Land Consolidation Fund for the acquisition of fractional interests from owners whose whereabouts are unknown shall be deposited in an IIM Account for such owners, for the benefit of those owners or their heirs or assigns.

G. INDIAN EDUCATION SCHOLARSHIPS

1. Funds for Indian Education Scholarships. Funds for Indian Education Scholarships are being established for the principal purposes of providing an additional incentive for individual Indians to participate in the Land Consolidation Program, beneficially utilizing any remainder of any Accounting/Trust Administration Funds, and providing financial assistance to Native American students to defray the cost of attendance at both post-secondary vocational schools and institutions of higher education.

2. Source of Funds. There will be three initial sources of funding for Indian Education Scholarships, as follows:

- a. Accounting/Trust Administration Fund Balance. In the event that a balance remains in the Accounting/Trust Administration Fund following (1) payment of all settlement distributions to Class Members; (2) payment of all settlement notice and distribution costs, including payments to the Notice Contractor, the Claims Administrator, and the Qualifying Bank; (3) payment of all attorney fees and expenses to Class Counsel as approved by the Court, (4) payment of all Class Representative incentive awards, including expenses and costs that were not paid for by attorneys, as approved by the Court, and (5) payment of any other amounts agreed upon by the Parties or ordered by the Court, such remaining balance shall be transferred by the Qualified Bank in a timely manner upon Order of the Court to the organization selected in paragraph 3 of this section to be governed by the special Board of Trustees (that shall be established pursuant to paragraph 3 of this section).
- b. Unclaimed Whereabouts Unknown Payments. Pursuant to Paragraph E.1.i of this Agreement, for any Class Member who is designated a “whereabouts unknown” and is not a minor, non-compos mentis, an adult under legal disability, or an adult in need of assistance, and does not claim any funds deposited in that beneficiary’s IIM Account within five (5) years after the date of Final Approval, the principal amount of the funds deposited in that beneficiary’s IIM Account from the Accounting/Trust

Administration Fund, shall be transferred in a timely manner by Interior Defendants to the organization selected in paragraph 3 of this section to be governed by the special Board of Trustees (that shall be established pursuant to paragraph 3 of this section), and the United States shall be released from any further obligation to pay that amount to such Class Member.

- c. Consolidation Incentive Payments. To provide an incentive for individual Indians to participate in the Land Consolidation Program, a portion of the Trust Land Consolidation Fund shall be allocated for Indian Education Scholarships. For fractionated interests in trust or restricted lands conveyed by owners pursuant to Section F, contributions not to exceed a total, aggregated amount of \$60,000,000.00 from the Trust Land Consolidation Fund shall be made to a separate account, established at Treasury pursuant to legislation, known as the “Indian Education Scholarship Holding Fund.” No further contributions from the Trust Land Consolidation Fund to the Indian Education Scholarship Holding Fund shall be made once the sum of such contributions reaches a total of \$60,000,000.00. Such contributions shall be made in accordance with the following formula:

- (1) For an interest that Interior Defendants purchase for less than \$200.00, a contribution of \$10.00 shall be made to the Indian Education Scholarship Holding Fund.

- (2) For an interest that Interior Defendants purchase for between \$200.00 and \$500.00, a contribution of \$25.00 shall be made to the Indian Education Scholarship Holding Fund.
- (3) For an interest that Interior Defendants purchase for more than \$500.00, a contribution equal to five percent (5%) of the purchase price shall be made to the Indian Education Scholarship Holding Fund.

d. Transfers From Indian Education Scholarship Holding Fund. The Interior Defendants shall transfer the amounts in the Indian Education Scholarship Holding Fund to the organization identified in paragraph 3 below on a quarterly basis. Accompanying the transfer from the Interior Defendants to the organization shall be a report outlining the number of interests conveyed, the purchase price for each conveyance, and the corresponding contribution to the Indian Education Scholarship Holding Fund. The report shall be available to the public.

3. Recipient Organization. Within 60 days after Preliminary Approval of this Agreement by the Court, Plaintiffs shall recommend to the Secretary at least two and no more than three duly established non-profit organizations to administer the funds for Indian Education Scholarships. Each such organization must have a demonstrated track record and current ability to create and expand academic and vocational educational opportunities for Native Americans. Further, each such organization shall have a history of financial solvency and health, and a strong institutional governance structure that ensures a prudent and fair administration, investment, and distribution of the funds for Indian Education Scholarships. The Secretary of

Interior shall select from this list one organization to be the recipient of the funds for Indian Education Scholarships on the conditions that (a) the organization agrees to create a special Board of Trustees to govern the funds consisting of no more than five (5) members that will include two (2) representatives selected by the Secretary of Interior or his designee and two (2) representatives selected by the Lead Plaintiff or her designee, with the fifth representative selected by the organization; and (b) the organization provides reporting of its activities and access to its records related to the funds for Indian Education Scholarships which is satisfactory to the Secretary of Interior and Lead Plaintiff.

4. Release from Liability. The Parties shall not be liable, individually or collectively, for any claims arising out of or relating to the use, management, administration, distribution or other acts, omissions, or events regarding the funds for Indian Education Scholarships.

5. Removal Authority. The two (2) representatives selected by the Secretary of Interior and two (2) representatives selected by the Lead Plaintiff, as provided in paragraph 3 of this section, shall be empowered by majority vote to remove the funds for Indian Education Scholarships at any time from the selected recipient organization for any reason, including but not limited to, mismanagement of the funds and to select a new administrating entity that meets the qualifications set forth in paragraph 3 above.

H. TAXES AND ELIGIBILITY FOR BENEFITS

1. Legislation. The Parties contemplate that legislation shall address the treatment for tax purposes and eligibility for benefits of any Settlement Distributions to Class Members.

2. Source and Nature of Payments from Accounting/Trust Administration Fund. Notwithstanding the potential enactment of any legislation regarding taxability contemplated by the preceding paragraph, the Parties agree that the funds distributed pursuant to this Agreement

for the Accounting/Trust Administration Fund include monies derived directly from interests of individual Indians in trust and restricted lands.

3. Source and Nature of Payments from Trust Land Consolidation Fund. The Parties agree that all payments for fractionated or escheated shares of individual Indian trust land purchased pursuant to the Trust Land Consolidation Fund are derived directly from interests of individual Indians in trust and restricted lands.

4. Payments not deemed interest. No portion of payments to Class Members from either the Accounting/Trust Administration Fund or the Trust Land Consolidation Fund is considered payment of interest.

I. RELEASES

1. Release by Historical Accounting Class. Except as provided in this Agreement, upon Final Approval, all members of the Historical Accounting Class and their heirs, administrators, successors, or assigns (collectively, the “Historical Accounting Releasers”), shall be deemed to have released, waived and forever discharged the United States, Defendants, any department, agency, or establishment of the Defendants, and any officers, employees, or successors of Defendants, as well as any contractor, including any tribal contractor, (collectively, the “Releasees”) from the obligation to perform a historical accounting of his or her IIM Account or any individual Indian trust asset, including any right to an accounting in aid of the jurisdiction of a court to render a money judgment, except as provided in paragraph I(7). The Historical Accounting Releasers shall be deemed to be forever barred and precluded from prosecuting any and all claims and/or causes of action for a Historical Accounting Claim that were, or could have been, asserted in the Complaint when it was filed, on behalf of the Historical Accounting Class, by reason of, or with respect to, or in connection with, or which arise out of, any matters stated in the Complaint for a Historical Accounting that the Historical Accounting Releasers, or any of

them, have against the Releasees, or any of them. This release shall include any and all Historical Accounting Claims, however characterized, whether under the common law, at equity, or by statute.

2. Release by Trust Administration Class. Except as provided in this Agreement, upon Final Approval, all members of the Trust Administration Class and their heirs, administrators, successors, or assigns (collectively, the “Mismanagement Releasors”), shall be deemed to have released, waived and forever discharged the Releasees from, and the Mismanagement Releasors shall be deemed to be forever barred and precluded from prosecuting, any and all claims and/or causes of action that were, or should have been, asserted in the Amended Complaint when it was filed, on behalf of the Trust Administration Class, by reason of, or with respect to, or in connection with, or which arise out of, matters stated in the Amended Complaint for Funds Administration Claims or Land Administration Claims that the Mismanagement Releasors, or any of them, have against the Releasees, or any of them.

3. Exclusions From Releases. The releases provided in paragraphs 1 and 2 directly above neither release nor waive (a) claims for the payment of the account balances within existing IIM Accounts, (b) claims for the payment of existing amounts in special deposit accounts, tribal accounts, or judgment fund accounts, (c) claims arising out of or relating to breaches of trust or alleged wrongs after the Record Date, (d) claims for damage to the environment other than those claims expressly identified as Land Administration Claims, (e) claims for trespass or continuing trespass against any or all of the Releasees, where such Releasee is acting in a capacity other than as a fiduciary for Plaintiffs, (f) claims against tribes, contractors, or other third parties (provided that this exception does not apply to agents for the Defendants to the extent such agents had performed Defendants’ fiduciary duties to Plaintiffs),

(g) equitable, injunctive, or other non-monetary claims for correction of boundary and appraisal errors, (h) money damages arising out of boundary and appraisal errors, where such errors occur after the Record Date or where such errors are not corrected within a reasonable time following written notice to Interior after the Record Date, (i) claims arising out of leases, easements, rights-of-way, and similar encumbrances existing as of the Record Date against any or all of the Releasees to the extent such Releasee is acting in a capacity other than as a fiduciary for the plaintiffs, (j) claims against the Releasees arising out of, or relating to, water or water rights, whether adjudicated or unadjudicated, involving the adjudication, quantification, determination, establishment or protection of such rights; provided, however, that this exception does not apply to breach of trust claims for damages, losses, injuries, or accounting for income arising prior to and including the Record Date, other than claims that the Releasees failed to timely enforce such water rights; and (k) health and mortality claims. Nothing within these stated exclusions is meant to limit or shall defeat or void valid defenses, if any, based on statute of limitations, laches, or estoppel.

4. Trust Reform. By accepting this Agreement, Plaintiffs are neither waiving nor releasing any claims or causes of action for future trust reform. Defendants waive no defenses to such claims or causes of action, including res judicata.

5. Escheated Interests Not Released Unless Voluntarily Settled Later. Claims of beneficiaries or former beneficiaries for any interest that has been escheated to tribes, states, municipalities, other political subdivisions, the federal government, and companies, where the escheatment occurred in a manner which is unconstitutional according to decisions of the United States Supreme Court, are not released by this Agreement, except to the extent specific

settlement payments are made and accepted by such beneficiaries or former beneficiaries from the Trust Land Consolidation Fund in accordance with paragraphs F(1) – (8).

6. Osage Headright Owners. The members of the Historical Accounting Class and the members of Trust Administration Class do not include Osage headright owners, except to the extent individual Osage headright owners have, or have had, (i) IIM Accounts in which their Osage headright payments have been deposited, (ii) IIM Accounts for funds other than Osage Headright monies, or (iii) beneficial ownership interests in trust land. Nothing in this Agreement releases claims of individual Osage headright owners regarding their headright interests, except to the extent monies from such headright interests beneficially owned by such individual Indian have been deposited into an IIM Account for the benefit of such individual Indian.

7. Preservation of Claims and Rights by Opt Outs. Notwithstanding the releases stated above (including without limitation the release of Historical Accounting Claims in paragraph I(1), Trust Administration Class Members who properly and timely opt out in accordance with the instructions in paragraph C(2) of this Agreement hereby expressly preserve and do not release, waive or discharge any Funds Administration Claims (including without limitation accounting error claims) and/or Land Administration Claims, whether such claims arise in equity or at law. Further, any such opting-out Class Member retains and shall be entitled to all methods of proof, applicable evidentiary presumptions and inferences (if any), and means of discovery available in any court of competent jurisdiction pursuant to that court's procedural and evidentiary rules applicable to fiduciaries, including without limitation any right to an accounting in aid of the jurisdiction of a court to render judgment.

8. Agreed Balances. Trust Administration Class Members who do not opt out in accordance with paragraph C(2) (c) of this Agreement will be deemed to have waived any right

to an accounting in aid of judgment in connection with Funds Administration Claims and Land Administration Claims. Further, except as provided in the preceding paragraph with respect to Class Members who opt out of the Trust Administration Class, each such Trust Administration Class Member and his or her heirs, successors, and assigns will be deemed to have agreed that the stated balance in his or her last IIM Account periodic statement received from Interior in 2009, prior to the date of this Agreement is accurate and that any IIM Account closed before January 1, 2009, shall be deemed to have a zero balance. Further, if a Trust Administration Class Member did not receive a periodic statement for an open IIM Account in 2009 prior to the date of this Agreement, that Class Member may request written confirmation of his or her IIM Account balance(s) as of the Record Date; such Class Member shall be deemed to have agreed to the balance(s) shown on such written confirmation received from Interior, unless such Class Member opts out of that Class in accordance with this Agreement.

9. Vacatur of Document Retention Orders. Upon Final Approval, all existing document retention orders shall be deemed vacated; provided, however, that Plaintiffs do not release Defendants from any ongoing duty to maintain trust records necessary to prudently manage the individual Indian trust.

J. ATTORNEYS' FEES

1. Notice of Amount to be Requested. Prior to the hearing on the Motion for Preliminary Approval of this Agreement, Plaintiffs shall file a notice with the Court stating the amount of attorneys' fees, expenses and costs they will be requesting for Class Counsel through the date of this Agreement. This amount shall be included in the Notice to the class referenced in paragraph C.1.

2. Petition for Attorneys' Fees. Within the time set by the Court, Plaintiffs shall file a petition for fair and reasonable attorneys' fees, expenses and costs through the date of this

Agreement for the Court's approval ("Fee Petition"). Plaintiffs shall post that Fee Petition on their website <http://indiantrust.com/>.

3. Objections. Within the times set by the Court: (a) Class Members may object to the compensation Plaintiffs have requested for attorneys in the Fee Petition, (b) Defendants may submit a response to the Fee Petition, and (c) Plaintiffs may reply to such objections and responses.

4. Post-Agreement Attorneys' Fees, Expenses and Costs. Attorneys' fees, expenses and costs incurred subsequent to the date of this Agreement shall, upon Final Approval, be paid at reasonable intervals as ordered by the Court. Reasonable time spent after this Agreement in representing the Plaintiffs, including but not limited to preparing fee applications, shall be compensated at the actual hourly billing rates. Defendants may respond to, and Class Members may object to, any petitions for post-Agreement attorneys' fees, expenses and costs, and Plaintiffs may reply to such response and objections.

5. Court to Decide. The amount to which Plaintiffs are entitled for attorneys' fees, expenses and costs are within the discretion of the Court in accordance with controlling law, after receipt and consideration of Class Members' objections, Defendants' responses and Plaintiffs' replies.

6. Payment. All payments for attorneys' fees, expenses and costs are to be made following Final Approval from the Settlement Account.

7. Time of Payments. Payment for attorneys' fees, expenses and costs through the date of this Agreement shall be made immediately upon the deposit of the funds in the Settlement Account after Final Approval. Payment of post-Agreement attorneys' fees, expenses and costs are to be made after Final Approval at the times directed by the Court.

8. Release of Attorneys' Fees and Costs. Upon completion of all payments addressed in this Section J, Named Plaintiffs and Class Counsel, on behalf of the Classes and each individual Class Member, will be deemed to have irrevocably and unconditionally released, acquitted, and forever discharged, any claim that they may have against Defendants for attorneys' fees, expenses or costs associated with their representation of Plaintiffs and the Classes in this Litigation. Plaintiffs shall file no further claim against Defendants for attorneys' fees or expenses pursuant to the Equal Access to Justice Act, 28 U.S.C. § 2412 or costs pursuant to 28 U.S.C. § 1920; this paragraph does not apply to claims by Plaintiffs for payments from the Settlement Account, in accordance with this Agreement, for attorneys' fees, expenses and costs, and Plaintiffs' incentive awards, including costs and expenses.

K. CLASS REPRESENTATIVES' INCENTIVE AWARDS

1. Notice of Amounts to be Requested. Prior to the hearing on the Motion for Preliminary Approval of this Agreement, Plaintiffs shall file a notice with the Court stating the amount of incentive awards which will be requested for each Class Representative, including expenses and costs that were not paid for by attorneys, which expenses and costs are expected to be in the range of \$15 million above those paid by Defendants to date. These amounts shall be included in the Notice to the class referenced in paragraph C(1).

2. Petition for Expenses and Incentives. Within the time set by the Court, Plaintiffs shall file a petition for incentive awards, including expenses and costs, of the Class Representatives ("Class Representative Petition"). Plaintiffs shall post that petition on their website <http://indiantrust.com/>.

3. Objections. Within the times set by the Court: (a) Class Members may object to the amounts Plaintiffs have requested in the Class Representative Petition; (b) Defendants may submit a response to the Class Representative Petition; and (c) Plaintiffs may reply to such

objections and responses. Defendants do not consent in any manner to an award of costs, expenses or incentives, except to the extent supported by and consistent with controlling law.

4. Post-Agreement Expenses and Costs of Class Representatives. Class Representatives' expenses and costs incurred subsequent to the date of this Agreement shall, upon Final Approval, be paid at reasonable intervals as ordered by the Court. Defendants may respond to and Class Members may object to any petitions for post-Agreement expenses and costs of Class Representatives. Plaintiffs may reply to such responses and objections.

5. Court to Decide. The amounts to be granted on the Class Representative Petition and any post-Agreement request for expenses and costs are within the discretion of the Court in accordance with controlling law, after timely receipt and consideration of objections received from Class Members and/or Defendants.

6. Payment. All payments of Class Representatives' incentive awards, including expenses and costs, shall be made from the Settlement Account.

7. Time of Payments. Payment of incentive awards, including expenses and costs, shall be made immediately upon the deposit of the funds in the Settlement Account after Final Approval. Payment of post-Agreement expenses and costs are to be made at the times directed by the Court following Final Approval.

8. Complete Compensation. Defendants shall have no additional liability for any incentive awards or expenses and costs of Class Representatives. The payments to Class Representatives under this section K, together with any amounts due them as Class Members under this Agreement, shall be full and complete compensation for the Class Representatives in connection with this Litigation and for any Accounting Claims and Trust Administration Claims the Class Representatives had through the Record Date.

L. NO FURTHER MONETARY OBLIGATION

1. Complete Monetary Obligation. The Parties agree and acknowledge that the payments of \$1,412,000,000.00 into the Accounting/Trust Administration Fund and the \$2,000,000,000.00 deposited into the Trust Land Consolidation Fund represents Defendants' complete financial obligation under this Settlement relating to the settlement and compromise of all Historical Accounting and Trust Administration Claims for Class Members.

2. No Further Monetary Obligations. Except for the payments of \$1,412,000,000.00 into the Accounting/Trust Administration Fund and the \$2,000,000,000.00 deposited into the Trust Land Consolidation Fund, the Parties further agree and acknowledge that Defendants shall have no further monetary obligations whatsoever, including but not limited to any monetary obligations with respect to the Class Representatives, the members of the Classes who do not opt out, Class Counsel, Claims Administrator, Notice Contractor, the Qualifying Bank, or the Litigation. Defendants, however, will retain all monetary obligations that exist as a result of the trust relationship that will continue to exist between Defendants and all individual Indian beneficiaries. Likewise, the Parties agree that the Classes, Class Representatives, Class Counsel, Claims Administrator, Notice Contractor, and Qualifying Bank shall have no monetary obligation or incur any liability to Defendants or their agents regarding this Agreement or other matters settled and within the scope of this Agreement.

3. Cooperation. Interior Defendants will in good faith cooperate and make their resources and information available to assist in the distribution of notices and, subsequently, settlement payments. However, Interior Defendants assume no financial responsibility or liability related to the quality of the information to be provided.

M. ADDITIONAL PROVISIONS

1. No Assignment. Class Representatives represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation or any related action.

2. Non-Admission of Liability. By entering into this Agreement, Defendants in no way admit any liability to Plaintiffs and the Classes, individually or collectively, all such liability being expressly denied. Nor do Defendants admit that a class action is an appropriate vehicle to bring Trust Administration Claims. Rather, Defendants enter into this Agreement to avoid further protracted litigation and resolve and settle all disputes with Plaintiffs and the Classes. The Parties understand and agree that neither this Agreement, nor the negotiations that preceded it, shall be used as evidence with respect to the claims asserted in the Litigation, the propriety of a class action, or in any other proceeding or dispute except to enforce the terms of this Agreement.

3. Cooperation Between The Parties, Further Acts. The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and (A) with respect to Plaintiffs and the Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, and attorneys, and (B) with respect to Defendants, the Releasees.

5. No Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, or delegate any duty, obligation or undertaking established herein to any third party as a beneficiary of this Agreement.

6. Arms Length Transaction; Materiality of Terms. The Parties have negotiated all of the terms and conditions of this Agreement at arms length. All terms and conditions of this Agreement have been relied upon by the Parties in entering this Agreement. If any Class Member petitions the Court for a modification of, addition to or alteration of any material terms or condition of this Agreement and if the Court on such request or *sua sponte* does modify, add to or alter any of the material terms or conditions of this Agreement, this Agreement shall become voidable and of no further effect upon the filing with the Court of a Notice of Withdrawal from settlement by Class Counsel or Defendants' Counsel within five (5) business days of receipt of any order or final statement of the Court modifying, adding to or altering any of the material terms or conditions of this Agreement.

7. Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement and, therefore, the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

9. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the United States without respect to the law of any particular State.

10. Notices Between the Parties. For all documents, notices, and submissions filed with the Court, service of a copy on the other Parties shall be deemed complete when uploaded and docketed with the Court's ECF system.

11. Agreement to Hold Personal Information Confidential. The Parties recognize that this Agreement will require the exchange of individual Indian trust data and/or confidential personal information that is or may be subject to the Privacy Act of 1974, as amended, relating to actual and putative class members. The Parties agree to cooperate in taking all appropriate steps to maintain the confidentiality of all such information. In order to facilitate the prompt exchange of information to facilitate the best practicable notice to the Class, the Parties further agree to file a stipulated motion with the Court promptly upon public announcement of this Agreement requesting the Court to enter an appropriate order to authorize the disclosure of such information by the Interior Defendants or Plaintiffs to the Notice Contractor and Claims Administrator.

12. Petition for Writ of Certiorari. The Parties acknowledge that Plaintiffs' deadline for filing a petition for a writ of certiorari seeking Supreme Court review of Cobell XXII is December 21, 2009, and that the Supreme Court's rules do not permit this deadline to be extended further. To preserve their right to seek Supreme Court review in the event that this Agreement is terminated, becomes null and void, or otherwise is not finally approved, it is understood that Plaintiffs intend to file a petition for a writ of certiorari on or before the deadline.

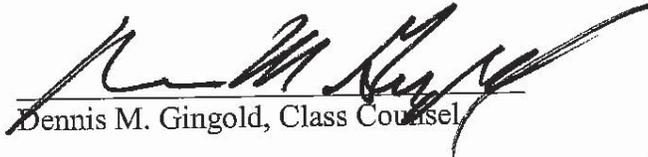
(Signatures appear on next page)

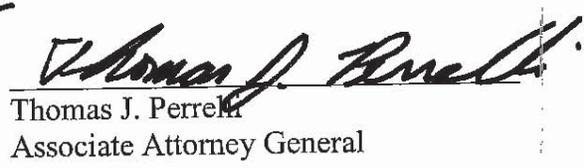
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Agreement,
the Parties hereby execute this Agreement:

FOR PLAINTIFFS:

FOR DEFENDANTS:


Dennis M. Gingold, Class Counsel


Thomas J. Perrella
Associate Attorney General


Keith M. Harper, Class Counsel

EXHIBIT "A"

FORM OF LEGISLATION

THE INDIVIDUAL INDIAN MONEY ACCOUNT
LITIGATION SETTLEMENT ACT OF 2009

SECTION 101. SHORT TITLE

This part may be cited as the “Individual Indian Money Account Litigation Settlement Act of 2009.”

SECTION 102. PURPOSE

The purpose of this part is to authorize the Settlement.

SECTION 103. AUTHORIZATION

The Settlement is authorized, ratified, and confirmed.

SECTION 104. DEFINITIONS

In this part:

- (a) The term “Amended Complaint” means the Amended Complaint attached to the Settlement.
- (b) The term “Land Consolidation Program” means a program, conducted in accordance with the Settlement and 25 U.S.C. §§ 2201 *et seq.*, through which the Secretary may purchase fractionated interests in trust or restricted land.
- (c) The term “Litigation” means the case entitled *Elouise Cobell et al. v. Ken Salazar, et al.*, United States District Court, District of Columbia, Civil Action No. 96-1285 (JR).
- (d) The term “Plaintiff” means a member of any class certified in the Litigation.
- (e) The term “Secretary” means the Secretary of the Interior.
- (f) The term “Settlement” means the Class Action Settlement Agreement dated December 7, 2009, in the Litigation.
- (g) The term “Trust Administration Class” means the class of individual Indian beneficiaries (exclusive of persons who filed actions on their own behalf, or a group of individuals who were certified as a class in a class action, stating a Funds Administration Claim or a Land Administration Claim prior to the filing of the Amended Complaint) alive as of September 30, 2009 and who have or had Individual Indian Money (IIM) accounts in the “Electronic Ledger Era,” as that term is defined in the Settlement, as well as individual Indian beneficiaries who, as of September 30, 2009, had a recorded or other demonstrable beneficial ownership interest in land held in trust or restricted status,

regardless of the existence of an IIM account and regardless of the proceeds, if any, generated from the trust land, except that the Trust Administration Class does not include beneficiaries deceased as of September 30, 2009 and does include the estate of any deceased beneficiary whose IIM Accounts or other trust assets had been open in probate as of September 30, 2009.

SECTION 105. JURISDICTIONAL PROVISIONS

(a) Notwithstanding the limitation on the jurisdiction of district courts contained in 28 U.S.C. § 1346(a)(2), the United States District Court for the District of Columbia shall have jurisdiction over the claims asserted in the Amended Complaint for purposes of the Settlement.

(b) Notwithstanding the requirements of the Federal Rules of Civil Procedure, the court overseeing the Litigation may certify the Trust Administration Class, which shall then be treated as a class under Federal Rule of Civil Procedure 23(b)(3) for purposes of the Settlement.

SECTION 106. ACCOUNTING/TRUST ADMINISTRATION FUND

Funds in the amount of \$1,412,000,000 shall be disbursed to the Accounting/Trust Administration Fund, as provided in the Settlement, from the moneys appropriated by Congress under 31 U.S.C. § 1304, the conditions of which are deemed to have been met.

SECTION 107. TRUST LAND CONSOLIDATION

(a) (i) Upon the Settlement's final approval, as defined in the Settlement, there shall be established in the Treasury of the United States an account to be known as the "Trust Land Consolidation Fund."

(ii) Amounts held in the Trust Land Consolidation Fund shall be available for the Secretary to expend for no more than ten years from the date of the Settlement's final approval, as defined in the Settlement, for purposes of conducting the Land Consolidation Program and for the other costs specified in the Settlement.

(iii) Upon the Settlement's final approval, as defined in the Settlement, the United States shall transfer into the Trust Land Consolidation Fund the total sum of \$2,000,000,000, from the moneys appropriated by Congress under 31 U.S.C. § 1304, the conditions of which are deemed to have been met.

(b) (i) The Secretary may acquire, at the discretion of the Secretary and in accordance with the Land Consolidation Program, any fractional interest in trust or restricted lands.

(ii) In a manner designed to encourage participation in the Land Consolidation Program and at the Secretary's discretion, the Secretary may transfer not more than \$60,000,000 from the Trust Land Consolidation Fund to the Indian Education Scholarship Fund.

(c) (i) Upon the Settlement's final approval, as defined in the Settlement, there shall be established in the Treasury of the United States an account to be known as the "Indian Education Scholarship Holding Fund."

(ii) Notwithstanding other law governing competition, public notification, or federal procurement or assistance, amounts held in the Indian Education Scholarship Holding Fund shall be available without further appropriation to the Secretary to contribute to an Indian Education Scholarship Fund, as set forth in the Settlement, to provide scholarships for Native Americans.

(d) A Plaintiff whose whereabouts are unknown and who, after reasonable efforts by the Secretary, cannot be located within 5 years of the Settlement's final approval, as defined in the Settlement, shall be deemed to accept an offer made pursuant to this section.

SECTION 108. TAXATION AND OTHER BENEFITS

(a) For purposes of the Internal Revenue Code of 1986, amounts (whether as lump sums or as periodic payments) received by an individual Indian pursuant to the Settlement (a) shall not be included in gross income, and (b) shall not be taken into account for purposes of applying any provision of such Code which takes into account excludable income in computing adjusted gross income or modified adjusted gross income, including section 86 of such Code (relating to the taxation of Social Security benefits).

(b) Notwithstanding any other provision of law, amounts (whether as lump sums or as periodic payments) received by an individual Indian pursuant to the Settlement shall not be treated for any household member as income in the month received or as a resource for a period of one year from the date of receipt for purposes of determining initial eligibility, ongoing eligibility, or level of benefits in any Federal or Federally-assisted program.

EXHIBIT "B"

FORM OF AMENDED COMPLAINT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL; PENNY
CLEGHORN; THOMAS MAULSON; and
JAMES LOUIS LAROSE, all on their own
behalf and on behalf of all persons similarly
situated,

Plaintiffs,

v.

KEN SALAZAR, Secretary of the Interior;
LARRY ECHOHAWK, Assistant Secretary of
the Interior – Indian Affairs; and
H. TIMOTHY GEITHNER, Secretary of the
Treasury,

Defendants.

Case No. 1:96 CV 01285 - JR

AMENDED COMPLAINT TO COMPEL THE UNITED STATES TO DISCHARGE
TRUST DUTIES AND TO RECOVER RESTITUTION, DAMAGES, AND OTHER
MONETARY RELIEF FOR DEFENDANTS' BREACHES OF TRUST

Pursuant to Rule 15 of the Federal Rules of Civil Procedure and with the consent of Defendants, the Plaintiffs amend their Complaint against the Defendants as follows:

GENERAL NATURE OF THE ACTION

1. This action is brought to redress gross breaches of trust by the United States, acting by and through the Defendants, with respect to the money, land and other natural resource assets of more than 450,000 individual Indians.

2. Involved in this action are accounts commonly referred to as Individual Indian Money ("IIM") accounts. As is more fully set forth herein below, IIM accounts include money, which is the property of individual Indians, held by the United States as trustee on their behalf. Such accounts at the time of filing this action reflected a balance of more than Four Hundred and Fifty Million Dollars (\$450,000,000.00), and more than Two Hundred and Fifty Million Dollars (\$250,000,000.00) passes through them each

year; the true totals would be far greater than those amounts, but for the breaches of trust herein complained of.

3. Involved as well are funds that were collected or should have been collected by the federal government as trustee for individual Indians (commonly referred to as individual Indian moneys (“IIM”)), and the resources, including land, held in trust for individual Indian trust beneficiaries. Defendants have mismanaged those funds, land, and resources in breach of their trust duties and, thereby, have prevented Plaintiffs from receiving income to which they are entitled.

4. Defendants, the officers charged with carrying out the trust obligations of the United States, and their predecessors, have grossly mismanaged, and continue grossly to mismanage, such trusts and trust assets in at least the following respects, among others:

(a) They have failed to keep adequate records and to install an adequate accounting system, including but not limited to their failure to install an adequate accounts receivable system;

(b) They have destroyed records bearing upon their breaches of trust;

(c) They have failed to account to the trust beneficiaries with respect to their money;

(d) They have lost, dissipated, or converted to the United States' own use the money of the trust beneficiaries; and

(e) They either have unlawfully obstructed the appointment of a qualified and competent Special Trustee or unlawfully have prevented the Special Trustee for American Indians, appointed pursuant to the American Indian Trust Fund Management Reform Act of 1994 (“the 1994 Act”), P.L. 103-412, 108 Stat. 4239, codified to 25 U.S.C. §§ 162a(d) and 4001-4061, from carrying out duties and responsibilities conferred upon him by law to correct their unlawful practices and procedures with respect to IIM accounts.

(f) They have mismanaged trust funds held or to be held for individual Indians in the following respects:

(1) They have failed to collect or credit funds owed under leases, sales, easements or other transactions, including without limitation, having failed to collect or credit all money due, to audit royalties and to collect interest on late payments;

- (2) They have failed to invest trust funds;
 - (3) They have underinvested trust funds;
 - (4) They imprudently have mismanaged and invested trust funds;
 - (5) They have made erroneous or improper distributions or disbursements of trust funds, including to the wrong person or account;
 - (6) They have charged excessive or improper administrative fees;
 - (7) They have misappropriated, or failed to take steps to prevent the misappropriation of, trust funds;
 - (8) They have withheld unlawfully the distribution and disbursement of trust funds;
 - (9) They have deposited trust funds above FDIC insurance coverage in accounts in failed depository institutions, resulting in lost principal and interest;
 - (10) They have failed to control, or investigate allegations of theft, embezzlement, misappropriation, fraud, trespass, and other misconduct regarding trust assets and have failed to make restitution or seek compensation for same;
 - (11) They have failed to pay or credit to IIM Accounts accrued interest, including interest on special deposit accounts;
 - (12) They have lost funds and investment securities as well as income or proceeds earned from such funds or securities;
 - (13) They have lost funds through accounting errors;
 - (14) They have failed to deposit or disburse funds in a timely fashion;
- and
- (15) They have engaged in conduct of like nature and kind arising out of Defendants' breaches of trust in connection with mismanagement of IIM Trust funds.

(g) They have mismanaged land and resources, including oil, natural gas, mineral, timber, grazing, and other resources and rights (the "resources"), on, and corresponding subsurface rights, in land held in trust for the benefit of Plaintiffs in the following respects:

- (1) They have failed to lease land, approve leases, or otherwise make trust lands or assets productive;

(2) They have failed to obtain fair market value for leases, easements, rights-or-way or sales;

(3) They have failed to prudently negotiate leases, easements, sales or other transactions;

(4) They have failed to impose and collect penalties for late payments;

(5) They have failed to include or enforce terms which require that land and other natural resources be conserved, maintained, or restored;

(6) They have permitted loss, dissipation, waste, or ruin, including failing to preserve trust land whether involving agriculture (including but not limited to failing to control agricultural pests), grazing, harvesting (including but not limited to permitting overly aggressive harvesting); timber lands (including but not limited to failing to plant and cull timber land for maximum yield), and oil, natural gas, mineral resources or other resources (including but not limited to failing to manage oil, natural gas, or mineral resources for maximum production);

(7) They have allowed the misappropriation of trust assets;

(8) They have failed to control, investigate allegations of, or obtain relief in equity and at law for, trespass, theft, misappropriation, fraud or misconduct regarding trust land;

(9) They have failed to correct boundary errors, survey or title record errors, and have failed to properly apportion and track allotments; and

(10) They have engaged in conduct of like nature and kind arising out of their breaches of trust in connection with mismanagement of trust lands.

5. By this action the more than 450,000 individual Indian trust beneficiaries seek, *inter alia*, the aid of this Court to compel Defendants to take action wrongfully withheld and otherwise comply with governing law, to review their acts with respect to the IIM accounts, to direct them to institute prudent trust practices, to direct them to restore trust funds, lands, and other resources wrongfully lost, dissipated, or converted, and to recover in restitution and through damages monies arising out of Defendants' breaches of trust, including their continuing mismanagement of trust assets.

6. This action is limited to IIM Trust funds and other assets held in trust by the Federal Government and its agents for the benefit of individual Indians.

7. Plaintiffs have no adequate administrative remedies. Plaintiffs repeatedly have requested Defendants to comply with their fiduciary obligations and redress the breaches of trust herein complained of, without success. Moreover, as is more fully set forth herein below, Plaintiffs supported the passage of legislation directed at redressing some of the wrongs herein complained of, and such legislation has been enacted by Congress; yet Defendants have refused to obey the mandate of Congress through their obstruction of the appointment of a qualified and competent Special Trustee, or by undermining efforts of two qualified and competent Special Trustees hereinafter described to bring Defendants activities into compliance with law. Plaintiffs have exhausted all avenues of redress other than this action. Only this Court may provide to Plaintiffs the relief to which they are entitled.

II. THE PARTIES

A. The Plaintiffs

8. Plaintiff Cobell is an enrolled member of the Blackfeet Indian Tribe and is the beneficiary of funds held in an IIM account or otherwise. She has experienced losses from the mismanagement of her trust funds and assets.

9. Plaintiff Cleghorn is an enrolled member of the Mescalero Apache Tribe and is a beneficiary of funds held in an IIM account or otherwise. She has experienced losses from the mismanagement of her trust funds and assets.

10. Plaintiff Maulson is an enrolled member of the Lac du Flambeau Chippewa Tribe (Wisconsin) and was in the past a beneficiary of funds held in an IIM account or otherwise. Defendants have no record of his IIM account as well as the funds held therein. He has experienced losses from the mismanagement of his trust funds and assets.

11. Plaintiff LaRose is an enrolled member of the Winnebago Tribe of Nebraska and is the beneficiary of funds held in an IIM account or otherwise. He has experienced losses from the mismanagement of his trust funds and assets.

12. All Plaintiffs bring this action on their own behalf and on behalf of all persons similarly situated, as is more fully set forth under "Class Action Allegations" herein below.

B. The Defendants

13. Defendant Salazar is Secretary of the Interior and chief executive officer of the Department of the Interior (“Interior”), and as such is charged by law with carrying out the fiduciary duties and responsibilities of the United States as trustee-delegate for the named Plaintiffs and all other beneficiaries whose assets are held in IIM accounts or otherwise.

14. Defendant EchoHawk is Assistant Secretary of Interior -- Indian Affairs and head of the Bureau of Indian Affairs within Interior (hereinafter sometimes called "BIA" or "the Bureau"), and as such is the delegate of Defendant Salazar for carrying out certain of his responsibilities with respect to IIM accounts.

15. Defendant Geithner is Secretary of the Treasury, and as such is a trustee-delegate of the United States and custodian of the moneys held in IIM accounts and elsewhere at Treasury and by its agents, is responsible for maintaining certain records in connection therewith, and has certain investment responsibilities with respect thereto.

III. JURISDICTION

16. This Court has jurisdiction over this action under 28 U.S.C. § 1331, in that it is an action arising under the Constitution and laws of the United States, and under 28 U.S.C. § 1361, in that it is an action in the nature of an action of mandamus to compel an officer or employee of the United States to perform fiduciary duties owed to Plaintiffs.

IV. TRUST OBLIGATIONS OF THE UNITED STATES AND OF DEFENDANTS WITH RESPECT TO INDIVIDUAL INDIAN TRUST ACCOUNTS

17. The bulk of the funds held by the United States in trust for IIM trust beneficiaries is derived ultimately from income from individual land allotments that are controlled and held in trust by the government. Such allotments date from the era, lasting until 1934, when it was the policy of the United States to break up Indian tribes and tribal lands. In implementation of such policy, on many reservations the bulk of tribal land was divided into tracts normally of 80 or 160 acres (called “allotments”) and the tracts were patented to individual Indians, with legal title thereto held by the United States as trustee

for the allottee. In many instances, such tracts produce income from, e.g., the lease of tracts for grazing or farming purposes, the sale of timber from tracts, and the grant of oil, gas, or mineral mining rights. The income so derived forms the core of the IIM accounts here involved.

18. Further, moneys from one or more of the following additional sources may be contained in, or have passed through, IIM accounts:

(a) Funds originally held in trust for a tribe which were distributed per capita to tribe members;

(b) Per capita distributions of funds appropriated to meet judgments of the Indian Claims Commission and courts and in settlement of claims;

(c) Income from investment of funds;

(d) Money paid from tribal funds to equalize allotments;

(e) Proceeds of sales of allotments;

(f) Compensation for rights-of-way and easements;

(g) Rent for allotments of aged, infirm, or incompetent allottees;

(h) Proceeds of sales of allotments of incompetent Indians;

(i) Money due to incompetent or orphan Indians;

(j) Money accruing from the Department of Veterans Affairs government agencies to minors or incompetent adults;

(k) Apportionment or allotment of pro rata shares of tribal or trust funds; and

(l) Per capita annual payments to members of certain specified tribes.

19. As trustee of the funds held in such accounts, the United States owes, continuously since it first exercised pervasive control over individual Indian Trust lands at the inception of the IIM Trust, and has owed, certain fundamental fiduciary duties and responsibilities to the account holders as trust beneficiaries, including but not limited to the duty:

(a) To maintain adequate books and records with respect to such accounts; including, without limitation, records as to leases and other contractual arrangements giving rise to income from allotments, and as to investments of moneys, held in trust;

(b) To maintain adequate records as to the ownership of such accounts; including, without limitation, records as to the devolution of rights in and to such accounts, by assignment, bequest, devise, intestate succession, or otherwise;

(c) To maintain adequate systems and controls to guard against error and dishonesty, by, without limitation, maintaining an accurate accounts receivable system and separating the billing and collection functions;

(d) To invest such funds as permitted by law, and to deposit them in such federally insured depository institutions as are permitted by law; to exercise prudence in the selection of such investments and depository institutions as are authorized by law; and, within the constraints of law and prudence, to maximize the return on such investments and deposits;

(e) To account regularly and accurately to the beneficiaries, to give them upon request accurate information as to the state of their accounts, and to pay to them on demand such amounts as they may be entitled to; and

(f) To refrain from self-dealing and benefiting from the management of the trust funds.

20. The proper discharge by Defendants of the trust responsibilities of the United States with respect to IIM accounts was reconfirmed and restated, in part, by § 101 of the 1994 Act, 25 U.S.C. § 162a(d), as including, without limitation:

(a) Providing adequate systems for accounting for and reporting trust fund balances;

(b) Providing adequate controls over receipts and disbursements;

(c) Providing periodic, timely reconciliations to assure the accuracy of accounts;

(d) Determining adequate cash balances;

(e) Preparing and supplying account holders with periodic statements of their account performance and with balances of their account which shall be available on a daily basis;

(f) Establishing consistent, written policies and procedures for trust fund management and accounting; and

(g) Providing adequate staffing, supervision, and training for trust fund management and accounting.

V. TRUST OBLIGATIONS OF THE UNITED STATES AND OF DEFENDANTS WITH RESPECT TO INDIVIDUAL INDIAN TRUST FUNDS

21. With respect to IIM Trust lands controlled by the government or its agents, the United States, as trustee, and Defendants, as Trustee-Delegates, unconditionally are obligated to collect IIM Trust funds and manage such funds solely for the benefit of the individual Indian beneficiaries. Such trust obligations include:

(a) Collecting IIM Trust funds pursuant to a lease, easement, right-of-way, royalty contract, bonus agreement, and similar contracts and encumbrances relating to the use or sale of individual Indian trust lands and subsurface rights;

(b) Prudently managing and investing IIM Trust funds;

(c) Distributing and disbursing IIM Trust funds in a timely manner to each beneficiary and crediting such funds to the correct IIM account in the correct amount;

(d) Charging reasonable and only statutorily authorized administrative fees;

(f) Preventing and mitigating misappropriation, unlawful conversion, loss, fraud, waste, abuse, and theft and taking action to remedy such theft, embezzlement, misappropriation, fraud, trespass, and other misconduct;

(g) Enforcing leases, royalty contracts, bonus agreements, rights-of-way, easements and similar contracts and encumbrances; and seeking recoveries for theft, embezzlement, misappropriation, fraud, trespass, and other misconduct;

(h) Timely crediting and paying over to beneficiaries all interest accruing on IIM Trust funds held by the government and its agents;

(i) Safeguarding investment securities and the income earned therefrom; and

(j) Establishing and implementing prudent accounting procedures to prevent loss and theft.

VI. TRUST OBLIGATIONS OF THE UNITED STATES AND OF DEFENDANTS WITH RESPECT TO TRUST LAND AND NATURAL RESOURCES

22. With respect to Trust lands controlled by the government and its agents, the United States, as trustee, and Defendants, as Trustee-Delegates, are obligated as fiduciaries to manage land and resources, including oil, natural gas, mineral, timber, grazing and other resources and subsurface rights solely for the benefit of individual Indians. Such trust obligations include:

(a) Leasing trust land and otherwise prudently contracting for the use of trust lands and the sale of subsurface rights and natural resources;

(b) Ensuring fair market value for leases, royalty agreements, easements, rights-of-way, other encumbrances, and sales;

(c) Imposing and collecting penalties for late payments pursuant to lease, royalty agreement, or encumbrance;.

(d) Preventing loss, dissipation, waste, or ruin of trust land, subsurface rights, and other natural resources;

(e) Preventing misappropriation;

(f) Ejecting trespassers and preventing and mitigating losses from trespass, theft, misappropriation, fraud or other misconduct;

(g) Correcting boundary, survey, and title record errors; and

(h) Properly apportioning and prudently tracking allotments.

VII. BREACHES OF TRUST BY THE UNITED STATES AND OF DEFENDANTS WITH RESPECT TO IIM TRUST ACCOUNTS.

23. Through September 30, 2009, the United States, acting through the Defendants, consistently and egregiously has failed to comply with these and other responsibilities of a trustee and continues to do so. Such breaches of trust include, without limitation:

(a) Failure ever to reconcile IIM Accounts and audit the IIM Trust, so that Defendants are unable to provide accurate account balances or to determine how much money that should have been collected and credited to IIM Accounts was not collected or was diverted to improper ends;

(b) The loss, destruction, and corruption of records from which amounts that should have been credited to IIM accounts could be determined;

(c) Failure to establish an accounts receivable system, so that Defendants have no way of confirming that the income due from the trust assets, and other funds that should have been credited to IIM accounts, has in fact been collected;

(d) Failure to separate billing and collection functions or to install other systems necessary to guard against diversion of beneficiaries' funds;

(e) Failure to maintain accurate ownership records, so that Defendants have no way of determining to whom the income that has been collected belongs;

(f) Failure to provide regular accurate reports to beneficiaries to tell them the correct amounts and sources of their income;

(g) Failure to exercise prudence and observe the requirements of law with respect to investment and deposit of IIM Trust funds, and to maximize the return on investments within the constraints of law and prudence; and

(h) Engaging in self-dealing and benefiting to the detriment of beneficiaries from the mismanagement of the trust funds.

24. The consequences of these and other acts of mismanagement in breach of trust include, but are not limited to, the following:

(a) As of the close of fiscal 1995, there were more than 387,000 IIM accounts, among which there were at least 15,599 duplicate accounts with the same number;

(b) There were many duplicate accounts with the same name;

(c) Twelve separate databases of accounts were maintained and there was no common database;

(d) In 1996, at the time of the Complaint's filing, there were more than 54,000 accounts containing over \$46,000,000, for individuals with no address or no correct address;

(e) In 1996, out of more than 48,000 accounts containing more than \$159,000,000 supposedly held in trust for minors until they reach the age of 18, over 15,000 accounts, containing more than \$24,000,000, were held for persons who in fact were over 18;

(f) In 1996, more than \$122,000,000 was held in nearly 22,000 accounts which were supposedly temporary repositories pending determination of ownership of the

funds; more than 4000 of these accounts, containing over \$3,000,000, had no activity for 18 months;

(g) In 1996, there were more than 21,000 accounts with more than \$36,000,000 for persons who had died; at least 2,400 of these were for closed estates, yet more than \$600,000 due to heirs under such estates had still not been distributed; and

(h) In 1996, there were more than 280 overdraft accounts totaling over \$325,000.

25. Plaintiffs have reason to believe that the present situation is significantly worse. Moreover, the foregoing list includes only some examples already admitted by Defendants. On information and belief, there are many other consequences of Defendants' mismanagement in breach of trust which are presently unknown to Plaintiffs and which can only be brought to light and corrected with the aid of this Court.

26. The representative Plaintiffs, and all other members of the class, thus do not know, and have no way of ascertaining, and unless this Court grants the relief here sought will in the future have no way of knowing or ascertaining, the true state of their accounts; what amounts should have been credited to their accounts and should be so credited in the future; what amounts should have been paid to them and should be paid in the future; or how much of their money has been or will be diverted or converted to other uses.

VIII. BREACHES OF TRUST BY THE UNITED STATES AND DEFENDANTS WITH RESPECT TO MISMANAGEMENT OF IIM TRUST FUNDS

27. Through September 30, 2009, the United States, through Defendants, consistently and egregiously has failed to discharge prudently its fiduciary duties as trustee in its management of IIM Trust funds ("Funds Administration Claims"). Such breaches of trust consist of:

(a) The failure to collect or credit funds owed under leases, sales, easements or other transactions, including without limitation, the failure to collect or credit all money due, the failure to audit royalty payments, and failure to collect interest on late payments;

- (b) The failure to invest IIM Trust funds, timely and otherwise; ;
- (c) Under investment;
- (d) Imprudent management and investment;
- (e) Erroneous and otherwise improper distributions or disbursements and deposits; including to the wrong beneficiary and into the wrong account;
- (f) Excessive or improper administrative fees;
- (g) Misappropriation;
- (h) The loss of principal deposited and interest accrued on funds held in failed depository institutions;
- (i) The failure to investigate and prosecute allegations of theft, embezzlement, misappropriation, fraud, trespass or other misconduct as well as the failure to mitigate and obtain compensation or other relief therefore;
- (j) The failure to pay or credit accrued interest, including interest accruing on funds held in special deposit accounts and IIM accounts;
- (k) The loss of funds and securities purchased with such funds, by accounting error or otherwise as well as income related thereto;
- (o) The failure to deposit and disburse funds in a timely manner; and
- (m) Conduct of like nature and kind arising out of Defendants' breach of trust and mismanagement of IIM trust funds.

IX. BREACHES OF TRUST BY DEFENDANTS WITH RESPECT TO MANAGEMENT OF TRUST LAND AND OTHER NATURAL RESOURCES

28. Through September 30, 2009, the United States, through Defendants, consistently and egregiously has failed to discharge prudently its fiduciary duties as trustee in its management and administration of Individual Indian Trust land and other

natural resources (“Land Administration Claims”). Such breaches of trust by Defendants consist of:

(a) The failure to lease trust land and otherwise prudently contract for the use of trust lands and sale of subsurface rights and other natural resources;

(b) The failure to obtain fair market value in its lease or sale of IIM Trust lands, subsurface rights, and other natural resources;

(c) The failure to negotiate prudently leases, royalty and bonus agreements, easements, rights-of-way, similar encumbrances and sales contracts;

(d) The failure to impose, enforce, and collect penalties for late payments pursuant to the terms of leases, royalty agreements, other contracts, and encumbrances;

(e) The failure to include in, or enforce the terms of, leases and other contracts that require conservation, maintenance, and restoration;

(f) The failure to prevent loss, dissipation, waste, or ruin of trust land, subsurface rights, and other natural resources, specifically including the failure to preserve trust land, whether involving agriculture (including but not limited to failing to control agricultural pests), grazing, harvesting (including but not limited to permitting overly aggressive harvesting); timber lands (including but not limited to failing to plant and cull timber land for maximum yield), and oil, natural gas, mineral resources or other resources (including but not limited to failing to manage oil, natural gas, or mineral resources for maximum production);

(g) The failure to prevent and mitigate loss, waste, ruin, and misappropriation, whether through ejection of trespassers or otherwise to prevent and mitigate such losses from trespass, theft, misappropriation, fraud or other misconduct;

(h) The failure to correct boundary errors, survey and title record errors, and properly to apportion and track allotments; and

(i) Conduct of like nature and kind arising out of Defendants’ breach of trust and mismanagement of IIM trust lands, subsurface rights, and other natural resources.

X.. DEFENDANTS' UNDERMINING OF CONGRESSIONALLY MANAGED ACTION TO CORRECT CERTAIN ELEMENTS OF THEIR BREACHES OF TRUST

A. The American Indian Trust Fund Management Reform Act of 1994

29. Congress has recognized the gross breaches of trust here complained of, as have the General Accounting Office and the Office of Management and Budget ("OMB"). The OMB has consistently placed the financial management of Indian trust funds as a "high risk liability" to the United States. In 1992 the House Committee on Government Operations, after several years of investigation and Congressional hearings, issued a report entitled "Misplaced Trust: The Bureau of Indian Affairs' Mismanagement of the Indian Trust Fund." Ultimately, in 1994 Congress enacted the 1994 Act for the benefit of Plaintiffs and all other beneficiaries of IIM accounts (as well as the beneficiaries of tribal trust funds).

30. The 1994 Act created the office of Special Trustee for American Indians as a sub-cabinet level officer (Executive Level II or higher pay scale) appointed by the President by and with the advice and consent of the Senate, reporting directly to the Secretary of the Interior. 25 U.S.C. § 4042. Congress's stated purposes in creating that office were, *inter alia*, "to provide for more effective management of, and accountability for the proper discharge of, the Secretary's trust responsibilities to . . . individual Indians," "to ensure that reform of such practices in the [Interior] Department is carried out in a unified manner," and "to ensure the implementation of all reforms necessary for the proper discharge of the Secretary's trust responsibilities to . . . individual Indians." 25 U.S.C. § 4041.

The statutory responsibilities of the Special Trustee include, *inter alia*:

(a) To prepare "a comprehensive strategic plan for all phases of the trust management business cycle that will ensure proper and efficient discharge of the Secretary's trust responsibilities to . . . individual Indians," including "identification of all reforms to the policies, procedures, practices and systems . . . of the Bureau" and other relevant Interior Department elements "necessary to ensure the proper and efficient discharge of the Secretary's trust responsibilities. . ." 25 U.S.C. §§ 4043(a)(1) and (2) (A);

(b) To "oversee all reform efforts within the Bureau" and other relevant Interior Department elements "to ensure the establishment of policies, procedures, systems and practices to allow the Secretary to discharge his trust responsibilities . . ." 25 U.S.C. § 4043(b)(1);

(c) To "monitor the reconciliation of . . . Individual Indian Money trust accounts to ensure that the Bureau provides the account holders with a fair and accurate accounting of all trust accounts," 25 U.S.C. § 4043(b)(2)(A);

(d) To "ensure that the Bureau establishes appropriate policies and procedures, and develops necessary systems, that will allow it . . . properly to account for and invest, as well as maximize," subject to requirements of law, "the return on the investment of all trust fund monies," and "to prepare accurate and timely reports to account holders . . . on a periodic basis regarding all collections, disbursements, investments, and return on investments related to their accounts," 25 U.S.C. § 4043(b)(2) (B); and

(e) To ensure that "the policies, procedures, practices, and systems of the Bureau" and other relevant elements "related to the discharge of the Secretary's trust responsibilities are coordinated, consistent, and integrated, and that the [Interior] Department prepares comprehensive and coordinated written policies and procedures. ," 25 U.S.C. § 4043(c)(1); "that the Bureau imposes standardized trust fund accounting procedures throughout the Bureau . . .," 25 U.S.C. § 4043(c)(2); "that the trust fund investment, general ledger, and subsidiary accounting systems of the Bureau are integrated and that they are adequate to support the trust fund investment needs of the Bureau," 25 U.S.C. § 4043(c)(3); that records, asset management, and accounting systems of the Bureau and other relevant elements of the Interior Department interface

appropriately, and that "the Bureau of Land management and the Bureau provide Indian landholders with accurate and timely reports on a periodic basis that cover all transactions related to leases of Indian resources," 25 U.S.C. § 4043(c)(4).

31. The powers conferred on the Special Trustee by the 1994 Act to enable him to carry out his responsibilities include development of an annual consolidated trust management program budget proposal "that would enable the Secretary to efficiently and effectively discharge his trust responsibilities and to implement the comprehensive strategic plan." 25 U.S.C. § 4043(c)(5)(A). The Special Trustee has broad powers with respect to such budget, and funds appropriated for trust management which are included in the Trust Management Program Budget may not be reprogrammed without his consent. 25 U.S.C. § 4043(c)(5).

32. Moreover, the 1994 Act confers on the Special Trustee "access to all records, reports, audits, reviews, documents, papers, recommendations, files and other material, as well as to any officer and employee, of the [Interior] Department and any office or bureau thereof," as he "deems necessary for the performance of his duties." 25 U.S.C. § 4043(e).

33. The 1994 Act also provides for a nine-member Advisory Board to the Special Trustee, including five trust fund account holders (including IIM account holders); two members with practical experience in trust fund and financial management; one member with practical experience in fiduciary investment management; and one member from academia with knowledge of general management of large organizations. 25 U.S.C. § 4046.

34. The 1994 Act requires that the Special Trustee be appointed by the President, with Senate confirmation, "from among individuals who possess demonstrated ability in general management of large governmental or business entities and particular knowledge of trust fund management, management of financial institutions, and the investment of large sums of money." 25 U.S.C. § 4042(b)(1). Such a person was in fact found and appointed, in the person of Paul Homan, a major figure in banking and trust and fiduciary management, with extensive experience in large-scale turnarounds of troubled banking operations, who has served in such posts as chief executive officer of Riggs National Bank, executive vice-president of Continental Illinois Trust Company,

Senior Deputy Controller of Controller of the Currency. He in turn appointed a qualified Advisory Board, of which Plaintiff Cobell had been elected Chair.

B. Defendants' Undermining of the Special Trustee's Implementation of the American Indian Trust Fund Management Reform Act of 1994

35. The then Secretary of Interior, Bruce Babbitt, and Assistant Secretary of Interior Indian Affairs, Ada Deer, vigorously opposed the adoption of the 1994 Act, which created the office of Special Trustee and established his authority and responsibilities. Since its enactment, among other things, by a unanimous vote in the House of Representatives, and since the first Special Trustee took office in 1995, such Defendants, individually and in combination and conspiracy with employees of the Department of the Interior, have willfully and purposefully obstructed and harassed efforts of the Special trustee to carry out his mandate under the 1994 Act. Plaintiffs are not presently aware of all the forms, subtle as well as overt, which such obstruction and harassment has taken, but are aware of at least the following forms:

(a) At the close of Fiscal Year 1995, they had \$24,000,000 in uncommitted appropriated funds which could have been reprogrammed with the approval of congressional committees and applied to the work of the Special Trustee; rather than apply such funds, they returned them to the Treasury;

(b) They refused to request adequate funds for Fiscal Year 1996 for the work of the Special Trustee mandated by the 1994 Act;

(c) They prevented the Special Trustee from preparing the strategic plan mandated explicitly by the 1994 Act;

(d) They refused to permit the Special Trustee to conduct the technology and use survey necessary to carry out his duties mandated by the 1994 Act;

(e) They prevented the Advisory Board from meeting to conduct its functions mandated by the 1994 Act; and

(f) They refused to permit the Special Trustee to employ adequate staff and expert consultants necessary to carry out his duties mandated by the 1994 Act.

C. Defendants have obstructed the appointment of a qualified and competent Special Trustee and the position has been vacant for more than one year

- (a) Since this administration took office, the Interior Defendants in breach of trust duties owed by the United States have obstructed or discouraged the appointment of candidates who meet the qualifications set forth in 1994 Act in order to conceal the nature and scope of continuing breaches of trust and serious problems in trust reform, notwithstanding that \$5 billion has been spent on trust reform as a result of this litigation.

XI. CLASS ACTION ALLEGATIONS

36. This action is brought on behalf of two classes of individual Indians:

(a) The Historical Accounting Class. The “Historical Accounting Class” consists of those individual Indian beneficiaries (exclusive of those who prior to the filing of the Complaint on June 10, 1996 had filed actions on their own behalf stating a claim for historical accounting) alive on September 30, 2009 and who had an IIM account open during any period between October 25, 1994 and September 30, 2009, which IIM account had at least once cash transaction credited to it at any time as long as such credits were not later reversed. Beneficiaries deceased as of September 30, 2009 are included in the Historical Accounting Class only if they had an IIM account that was open as of September 30, 2009. The estate of any beneficiary in the Historical Accounting Class who dies after September 30, 2009, but before distribution is included in the Historical Accounting Class.

(b) Trust Administration Class. The “Trust Administration Class” consists of those individual Indian beneficiaries (exclusive of persons who filed actions on their own behalf, or a group of individuals who were certified as a class in a class action, stating a Funds Administration Claim or a Land Administration Claim prior to the filing of the Amended Complaint) alive as of September 30, 2009 and who have or had IIM accounts in the “Electronic Ledger Era” (currently available electronic data in systems of the Department of the Interior dating from approximately 1985 to the present), as well as individual Indian beneficiaries who, as of September 30, 2009, had a recorded or other demonstrable beneficial ownership interest in land held in trust or restricted status, regardless of the existence of an IIM account and regardless of the proceeds, if

any, generated from the trust land. The Trust Administration Class does not include beneficiaries deceased as of September 30, 2009, but does include the estate of any deceased beneficiary whose IIM trust accounts or IIM trust interest had been open in probate as of September 30, 2009. The estate of any beneficiary in the Trust Administration Class who dies after September 30, 2009 but before distribution is included in the Trust Administration Class.

37. Numerosity. Each class is in excess of 300,000 individual Indians.

38. Common questions. Questions of law and fact common to each class include, but are not limited to: the legal standards governing the trust obligations of the United States with respect to the funds in IIM accounts; management of IIM and management of trust land and resources; what accounting, recordkeeping, reporting, and other practices are, have been, and will for the future be, necessary to achieve compliance with such standards; the extent to which, if at all, the Defendants have complied with such standards and have implemented or failed to implement such practices; the measures necessary to be taken in order to correct past breaches of trust and bring the activities of Defendants into compliance with the law for the future; and the nature, extent, and lawfulness of the Defendants' interference with the exercise of the statutory responsibilities of the Special Trustee. The commonality of these questions to all members of the class is reinforced by the fact that IIM moneys are pooled for investment purposes.

39. Typicality. The claims of the representative Plaintiffs and all other members of the classes arise from the same practices and course of conduct of the Defendants and are based on the same legal theory.

40. Legislative Authorization and Confirmation. On [January __, 2010], legislation was enacted and signed into law that expressly authorizes and confirms the jurisdiction of the United State District Court to resolve the claims set forth in this Complaint for the Classes stated herein.

41. Fair and adequate representation.

(a) All named Plaintiffs are or have been beneficiaries of the trust obligations herein involved, are or have been owners of IIM accounts, and like all owners of IIM accounts are unable to know whether their account balances are what they should have

been in the absence of the breaches of trust herein complained of. Additionally, each has experienced the mismanagement of their IIM moneys, trust lands and resources and the impact of the breaches of trust set forth above.

(b) Plaintiff Elouise Cobell, the lead representative Plaintiff, is a recognized leader in Indian affairs with substantial experience both in financial management and in Indian matters generally, and is project director of the Individual Indian Moneys Trust Correction, Recovery, and Capacity-Building Project of Blackfeet Reservation Development Fund, Inc., a project that is directly supportive of the present effort and is further devoted to development and improvement of Indian capacity to manage funds and achieve self-sufficiency. Ms. Cobell is a recipient of the 1997 “Genius Grant” from the John D. and Catherine T. MacArthur Foundation’s Fellowship Program. In 2005, she received a “Cultural Freedom Fellowship” from the Lannan Foundation, an award that cited her persistence in bringing to light the government’s “more than a century of government malfeasance and dishonesty.” In 2007, she was one of ten people given the AARP Impact Award (for making the world a better place). She is a graduate of Great Falls Business College and attended Montana State University. She has two honorary doctorates, one from Montana State University, Bozeman, Montana, and another from Rollins College, Winter Park, Florida. Her professional background is in accounting. She was one of the lead organizers of Native American Bank, N.A., the only national bank located on a reservation that is owned by Indian tribes. She serves as Chair of the Board of Directors of the bank and is active in its management, and with her husband she manages a ranch producing cattle, wheat, and barley. She served for 13 years as Treasurer of the Blackfeet Indian Tribe, and has served as Controller of the tribe. She has held various positions with the Native American Finance Officer Association. She has served as Chair of the Intertribal Monitoring Association on Indian Trust Funds. She is a member of the board of the Montana Community Foundation; is a member of the executive board of Women and Foundation/Corporate Philanthropy; and is Chair of the National Rural Development and Finance Corporation. She served the first Chair of the Special Trustee Advisory Board, appointed under the 1994 Act, 25 U.S.C. § 4046.

(c) Plaintiff Penny Cleghorn is a beneficiary of an IIM account, the owner of interest in lands held in trust by the United States and is an enrolled member of the

Mescalero Apache Tribe. She resides in Apache, Oklahoma. Ms. Cleghorn has been in the field of Indian Education since 1991 and currently serves as an Assistant to the Principal at the Riverside Indian School located in Anadarko, Oklahoma. Ms Cleghorn is a graduate of Cameron University in Lawton, Oklahoma, where she earned a degree in Business Administration, with a minor in Art, in 1986.

(d) Plaintiff Thomas Maulson is an enrolled member of the Lac du Flambeau Chippewa Tribe (Wisconsin), of which he has served as tribal chairman since October 1992. He is a recognized leader in Indian affairs. He also currently is the president of the Great Lakes Inter-Tribal Council, an association of the Indian tribal governments in Wisconsin. He has been the national spokesman for the Great Lakes Indian Fish and Wildlife Commission, and was elected by nine Indian tribes to serve as chairman of the Voight Task Force, organized to protect Indian hunting, fishing and gathering rights in a three-state area. From 1960 to 1963 he served in the United States armed forces. After receiving an honorable discharge, he returned to the Lac du Flambeau Reservation and worked as a tribal police officer and later as a tribal fish and game warden. Since then he has been self-employed, operating several successful businesses. From 1983 to 1989 he served two terms as his Tribe's first tribal judge, having attended the National Judicial College at the University of Nevada, Reno. In addition to his extensive tribal government experience, he has served in several state government positions, including his 1992 election as Vilas County supervisor, State Tourism Committee, and Vilas County Mining and Solid Waste Committee.

(e) Plaintiff James Louis LaRose is an enrolled member of the Winnebago Tribe of Nebraska, of which he has served as tribal councilman and tribal chairman during various periods beginning in 1971. He is a recognized leader in Indian affairs. He is a past board member and chairman of the Nebraska Indian Inter-Tribal Development Corporation, a statewide consortium of Nebraska Indian tribes dedicated to facilitating individual and tribal economic self-sufficiency. He is also the former chairman of the Nebraska Indian Commission, and since 1971 has served as a board member of Americans for Indian Opportunity. In the 1970s he led the organizational effort which culminated in the establishment of Nebraska Indian Community College, of which he served as chief administrator in the formative years. He is a past vice-chairman of the

American Indian Higher Education Consortium, the national association of the twenty-eight tribal colleges in the United States. Since 1992, he has served as the intergovernmental liaison specialist of the Winnebago Tribe of Nebraska, and concurrently is the director of the Winnebago Bison Project, a tribal program to foster and restore a sustainable buffalo herd on the Winnebago Reservation. He holds A.A. and B.S. degrees in education.

(f) Class Counsel are experienced in the substantive and procedural law involved in the case. They include Dennis M. Gingold, lead counsel, an experienced banking lawyer; Thaddeus Holt, an experienced big-case and class-action litigator; William Dorris, David Smith, Keith Harper, Adam Charnes, and Elliott Levitas, , each Partners or Counsel at Kilpatrick Stockton LLP with extensive litigation experience; and Justin Guildler, an associate in the Washington office of Kilpatrick Stockton LLP.

(g) In addition, the services of Geoffrey Rempel, a certified public accountant who had been associated with the accounting firm of Price Waterhouse LLP, has been retained full time in this litigation. Mr. Rempel has extensive experience in evidence analysis and expert testimony in banking and fiduciary matters, with expertise in such fields as banking and fiduciary activities; data gathering and evaluation; internal controls, accounting practices, systems, and standards in government; information systems (particularly government), financial systems, and distributed systems; and modeling and statistical analysis.

42. Risk of inconsistent or varying adjudication. Substantially all IIM accounts are held for the beneficiaries by the Defendants on essentially the same basis and subject to the same obligations and responsibilities of the United States and the Defendants. Moreover, the funds in such accounts are held by Defendants, and invested, in a common pool. Defendants' inadequate recordkeeping and other incompetent systems management affect all IIM account holders alike. The duties and obligations of the Defendants need to be ascertained, and adequate systems and controls need to be installed, with respect to all beneficiaries alike, and inconsistent determinations by different courts at the suit of different Plaintiffs with respect to such systems and controls would establish incompatible standards of conduct for the Defendants.

Moreover, Plaintiffs' beneficial land ownership interests generally are fractionated and undivided and suffer from the same mismanagement and breaches of trust, including without limitation inadequate recordkeeping, accounting and management systems, and trust management staff. Further, Defendants' fiduciary duties and trust obligations apply to all beneficiaries alike and are governed by the same composite statutory trust instrument, *e.g.*, relevant legislative enactments that set forth explicit embedded trust duties of the United States. Accordingly, no beneficiary can obtain full restitution or be made whole unless the rights of each member of the class are vindicated. Finally, inconsistent determinations by different courts at the suit of different Plaintiffs with respect to such systems and controls would establish incompatible standards of conduct for the Defendants.

COUNT ONE

43. Plaintiffs reallege the allegations of ¶¶ 1-42 above.

44. The acts of Defendants herein alleged constitute final agency action and the unlawful withholding of action. Plaintiffs and each of them have suffered legal wrong and are aggrieved and adversely affected thereby. Plaintiffs are entitled to review thereof under 5 U.S.C. § 702.

45. Defendants have breached their trust responsibilities by failing to provide an accounting to beneficiaries of IIM Trust funds.

46. Plaintiffs are entitled to relief ordering that Defendants provide a complete and accurate accounting of all IIM Trust assets from the inception of the trust to the present.

COUNT II

47. Plaintiffs reallege the allegations of ¶¶ 1-46 above.

48. Defendants have breached their trust duties in the management of IIM Trust funds.

49. By reason of that breach, Plaintiffs are entitled to restitution, damages, and other appropriate legal and equitable relief.

COUNT III

50. Plaintiffs reallege the allegations of ¶¶ 1-49 above.

51. Defendants have breached their trust responsibilities in the management of individual Indian Trust lands subsurface rights and other natural resources.

52. By reason of that breach, Plaintiffs are entitled to restitution, damages and other appropriate legal and equitable relief.

WHEREFORE, Plaintiffs respectfully pray the Court as follows:

1. For an order certifying the named Plaintiffs under Rule 23(b)(1)(A) and (b)(2) of the Federal Rules of Civil Procedure as representatives of the Historical Accounting Class.

2. For an order certifying the named Plaintiffs under Rule 23(b)(1)(A) and (b)(3) of the Federal Rules of Civil Procedure as representatives of the Trust Administration Class.

3. For a decree construing the trust obligation of Defendants to members of the class, declaring that Defendants have breached, and are in continuing breach, of their trust obligations to class members, and directing the institution of accounting and other practices in conformity with such obligations.

4. For a decree ordering a complete and accurate historical accounting and directing the Defendants to make whole, correct, and restate the IIM accounts of class members.

5. For an award of restitution, damages and other legal and equitable relief arising out of Defendants' breach of their trust responsibilities in the management of IIM, Trust land, subsurface rights, and other natural resources.

6. For an award of Plaintiffs' costs of suit including, without limitation, attorneys' fees and other costs and expenses incurred, including costs associated with expert assistance, as well as appropriate incentive awards for the named plaintiffs.

7. And for such other, further, or different relief as plaintiffs may be entitled to in the premises.

Respectfully submitted,

DENNIS M. GINGOLD

D.C. Bar No. 417748
607 14th Street, N.W.
9th Floor
Washington, D.C. 20005
202 824-1448

WILLIAM DORRIS
Georgia Bar No. 225987
Admitted Pro Hac Vice
ELLIOTT LEVITAS
D.C. Bar No. 384758
KILPATRICK STOCKTON LLP
1100 Peachtree Street
Suite 2800
Atlanta, GA 30309
404 815-6450

DAVID COVENTRY SMITH
N.C. Bar No. 12558
Admitted Pro Hac Vice
ADAM H. CHARNES
KILPATRICK STOCKTON LLP
1001 West Fourth Street
Winston-Salem, NC 27101
336 607-7300

KEITH M. HARPER
D.C. Bar No. 451956
Justin Guildler
KILPATRICK STOCKTON LLP
Suite 900
607 14th Street, NW
Washington, DC 20005-2018
202 508-5844

Thaddeus Holt
P.O. Box 440
Point Clear, Alabama 36564
251-990-7495

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I, Geoffrey Rempel hereby certifies that on the ___ day of January 2010, a copy of this AMENDED COMPLAINT TO COMPEL THE UNITED STATES TO DISCHARGE TRUST DUTIES AND TO RECOVER RESTITUTION, DAMAGES, AND OTHER MONETARY RELIEF FOR DEFENDANTS' BREACHES OF TRUST in the above-captioned case was served on the following via facsimile, pursuant to agreement, to:

Thomas Perrilli
Associate Attorney General
Michael F. Hertz
Deputy Assistant Attorney General
J. Christopher Kohn
Robert E. Kirschman, Jr.

Attorneys
Commercial Litigation Branch
Civil Division
P.O. Box 875
Ben Franklin Station
Washington, D.C. 20044-0875

Attorneys for Defendants

Earl Old Person (Pro se) (served via facsimile)
Blackfeet Tribe
P.O. Box 850
Browning, MT 59417
Facsimile: (406) 338-7530

I further certify that all parties required to be served have been served.

Geoffrey Rempel

H. R. 4783

One Hundred Eleventh Congress
of the
United States of America

AT THE SECOND SESSION

*Begun and held at the City of Washington on Tuesday,
the fifth day of January, two thousand and ten*

An Act

This Act may be cited as "The Claims Resettlement Act of 2010".

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

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) **SHORT TITLE.**—This Act may be cited as the "Claims Resolution Act of 2010".

(b) **TABLE OF CONTENTS.**—The table of contents of this Act is as follows:

Sec. 1. Short title; table of contents.

TITLE I—INDIVIDUAL INDIAN MONEY ACCOUNT LITIGATION SETTLEMENT

Sec. 101. Individual Indian Money Account Litigation Settlement.

**TITLE II—FINAL SETTLEMENT OF CLAIMS FROM IN RE BLACK FARMERS
DISCRIMINATION LITIGATION**

Sec. 201. Appropriation of funds for final settlement of claims from In re Black Farmers Discrimination Litigation.

**TITLE III—WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS
QUANTIFICATION**

Sec. 301. Short title.

Sec. 302. Purposes.

Sec. 303. Definitions.

Sec. 304. Approval of Agreement.

Sec. 305. Water rights.

Sec. 306. Contract.

Sec. 307. Authorization of WMAT rural water system.

Sec. 308. Satisfaction of claims.

Sec. 309. Waivers and releases of claims.

Sec. 310. White Mountain Apache Tribe Water Rights Settlement Subaccount.

Sec. 311. Miscellaneous provisions.

Sec. 312. Funding.

Sec. 313. Antideficiency.

Sec. 314. Compliance with environmental laws.

TITLE IV—CROW TRIBE WATER RIGHTS SETTLEMENT

Sec. 401. Short title.

Sec. 402. Purposes.

Sec. 403. Definitions.

Sec. 404. Ratification of Compact.

Sec. 405. Rehabilitation and improvement of Crow Irrigation Project.

Sec. 406. Design and construction of MR&I System.

Sec. 407. Tribal water rights.

Sec. 408. Storage allocation from Bighorn Lake.

Sec. 409. Satisfaction of claims.

Sec. 410. Waivers and releases of claims.

Sec. 411. Crow Settlement Fund.

Sec. 412. Yellowtail Dam, Montana.

Sec. 413. Miscellaneous provisions.

H. R. 4783—2

- Sec. 414. Funding.
- Sec. 415. Repeal on failure to meet enforceability date.
- Sec. 416. Antideficiency.

TITLE V—TAOS PUEBLO INDIAN WATER RIGHTS

- Sec. 501. Short title.
- Sec. 502. Purposes.
- Sec. 503. Definitions.
- Sec. 504. Pueblo rights.
- Sec. 505. Taos Pueblo Water Development Fund.
- Sec. 506. Marketing.
- Sec. 507. Mutual-Benefit Projects.
- Sec. 508. San Juan-Chama Project contracts.
- Sec. 509. Authorizations, ratifications, confirmations, and conditions precedent.
- Sec. 510. Waivers and releases of claims.
- Sec. 511. Interpretation and enforcement.
- Sec. 512. Disclaimer.
- Sec. 513. Antideficiency.

TITLE VI—AAMODT LITIGATION SETTLEMENT

- Sec. 601. Short title.
- Sec. 602. Definitions.

Subtitle A—Pojoaque Basin Regional Water System

- Sec. 611. Authorization of Regional Water System.
- Sec. 612. Operating Agreement.
- Sec. 613. Acquisition of Pueblo water supply for Regional Water System.
- Sec. 614. Delivery and allocation of Regional Water System capacity and water.
- Sec. 615. Aamodt Settlement Pueblos' Fund.
- Sec. 616. Environmental compliance.
- Sec. 617. Funding.

Subtitle B—Pojoaque Basin Indian Water Rights Settlement

- Sec. 621. Settlement Agreement and contract approval.
- Sec. 622. Environmental compliance.
- Sec. 623. Conditions precedent and enforcement date.
- Sec. 624. Waivers and releases of claims.
- Sec. 625. Effect.
- Sec. 626. Antideficiency.

TITLE VII—RECLAMATION WATER SETTLEMENTS FUND

- Sec. 701. Mandatory appropriation.

TITLE VIII—GENERAL PROVISIONS

Subtitle A—Unemployment Compensation Program Integrity

- Sec. 801. Collection of past-due, legally enforceable State debts.
- Sec. 802. Reporting of first day of earnings to directory of new hires.

Subtitle B—TANF

- Sec. 811. Extension of the Temporary Assistance for Needy Families program.
- Sec. 812. Modifications to TANF data reporting.

Subtitle C—Customs User Fees; Continued Dumping and Subsidy Offset

- Sec. 821. Customs user fees.
- Sec. 822. Limitation on distributions relating to repeal of continued dumping and subsidy offset.

Subtitle D—Emergency Fund for Indian Safety and Health

- Sec. 831. Emergency Fund for Indian Safety and Health.

Subtitle E—Rescission of Funds From WIC Program

- Sec. 841. Rescission of funds from WIC program.

Subtitle F—Budgetary Effects

- Sec. 851. Budgetary effects.

H. R. 4783—3

TITLE I—INDIVIDUAL INDIAN MONEY ACCOUNT LITIGATION SETTLEMENT

SEC. 101. INDIVIDUAL INDIAN MONEY ACCOUNT LITIGATION SETTLEMENT.

(a) DEFINITIONS.—In this section:

(1) AGREEMENT ON ATTORNEYS' FEES, EXPENSES, AND COSTS.—The term “Agreement on Attorneys’ Fees, Expenses, and Costs” means the agreement dated December 7, 2009, between Class Counsel (as defined in the Settlement) and the Defendants (as defined in the Settlement) relating to attorneys’ fees, expenses, and costs incurred by Class Counsel in connection with the Litigation and implementation of the Settlement, as modified by the parties to the Litigation.

(2) AMENDED COMPLAINT.—The term “Amended Complaint” means the Amended Complaint attached to the Settlement.

(3) FINAL APPROVAL.—The term “final approval” has the meaning given the term in the Settlement.

(4) LAND CONSOLIDATION PROGRAM.—The term “Land Consolidation Program” means a program conducted in accordance with the Settlement, the Indian Land Consolidation Act (25 U.S.C. 2201 et seq.), and subsection (e)(2) under which the Secretary may purchase fractional interests in trust or restricted land.

(5) LITIGATION.—The term “Litigation” means the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, United States District Court, District of Columbia, Civil Action No. 96–1285 (TFH).

(6) PLAINTIFF.—The term “Plaintiff” means a member of any class certified in the Litigation.

(7) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(8) SETTLEMENT.—The term “Settlement” means the Class Action Settlement Agreement dated December 7, 2009, in the Litigation, as modified by the parties to the Litigation.

(9) TRUST ADMINISTRATION ADJUSTMENT FUND.—The term “Trust Administration Adjustment Fund” means the \$100,000,000 deposited in the Settlement Account (as defined in the Settlement) pursuant to subsection (j)(1) for use in making the adjustments authorized by that subsection.

(10) TRUST ADMINISTRATION CLASS.—The term “Trust Administration Class” means the Trust Administration Class as defined in the Settlement.

(b) PURPOSE.—The purpose of this section is to authorize the Settlement.

(c) AUTHORIZATION.—

(1) IN GENERAL.—The Settlement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Settlement is authorized, ratified, and confirmed, to the extent that such amendment is executed to make the Settlement consistent with this section.

(d) JURISDICTIONAL PROVISIONS.—

(1) IN GENERAL.—Notwithstanding the limitation on the jurisdiction of the district courts of the United States in section 1346(a)(2) of title 28, United States Code, the United States

H. R. 4783—4

District Court for the District of Columbia shall have jurisdiction of the claims asserted in the Amended Complaint for purposes of the Settlement.

(2) CERTIFICATION OF TRUST ADMINISTRATION CLASS.—

(A) IN GENERAL.—Notwithstanding the requirements of the Federal Rules of Civil Procedure, the court in the Litigation may certify the Trust Administration Class.

(B) TREATMENT.—On certification under subparagraph (A), the Trust Administration Class shall be treated as a class certified under rule 23(b)(3) of the Federal Rules of Civil Procedure for purposes of the Settlement.

(e) TRUST LAND CONSOLIDATION.—

(1) TRUST LAND CONSOLIDATION FUND.—

(A) ESTABLISHMENT.—On final approval of the Settlement, there shall be established in the Treasury of the United States a fund, to be known as the “Trust Land Consolidation Fund”.

(B) AVAILABILITY OF AMOUNTS.—Amounts in the Trust Land Consolidation Fund shall be made available to the Secretary during the 10-year period beginning on the date of final approval of the Settlement—

(i) to conduct the Land Consolidation Program; and

(ii) for other costs specified in the Settlement.

(C) DEPOSITS.—

(i) IN GENERAL.—On final approval of the Settlement, the Secretary of the Treasury shall deposit in the Trust Land Consolidation Fund \$1,900,000,000 out of the amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code.

(ii) CONDITIONS MET.—The conditions described in section 1304 of title 31, United States Code, shall be deemed to be met for purposes of clause (i).

(D) TRANSFERS.—In a manner designed to encourage participation in the Land Consolidation Program, the Secretary may transfer, at the discretion of the Secretary, not more than \$60,000,000 of amounts in the Trust Land Consolidation Fund to the Indian Education Scholarship Holding Fund established under paragraph (3).

(2) OPERATION.—The Secretary shall consult with Indian tribes to identify fractional interests within the respective jurisdictions of the Indian tribes for purchase in a manner that is consistent with the priorities of the Secretary.

(3) INDIAN EDUCATION SCHOLARSHIP HOLDING FUND.—

(A) ESTABLISHMENT.—On final approval of the Settlement, there shall be established in the Treasury of the United States a fund, to be known as the “Indian Education Scholarship Holding Fund”.

(B) AVAILABILITY.—Notwithstanding any other provision of law governing competition, public notification, or Federal procurement or assistance, amounts in the Indian Education Scholarship Holding Fund shall be made available, without further appropriation, to the Secretary to contribute to an Indian Education Scholarship Fund, as described in the Settlement, to provide scholarships for Native Americans.

H. R. 4783—5

(4) ACQUISITION OF TRUST OR RESTRICTED LAND.—The Secretary may acquire, at the discretion of the Secretary and in accordance with the Land Consolidation Program, any fractional interest in trust or restricted land.

(5) TREATMENT OF UNLOCATABLE PLAINTIFFS.—A Plaintiff, the whereabouts of whom are unknown and who, after reasonable efforts by the Secretary, cannot be located during the 5-year period beginning on the date of final approval of the Settlement, shall be considered to have accepted an offer made pursuant to the Land Consolidation Program.

(f) TAXATION AND OTHER BENEFITS.—

(1) INTERNAL REVENUE CODE.—For purposes of the Internal Revenue Code of 1986, amounts received by an individual Indian as a lump sum or a periodic payment pursuant to the Settlement shall not be—

- (A) included in gross income; or
- (B) taken into consideration for purposes of applying any provision of the Internal Revenue Code that takes into account excludable income in computing adjusted gross income or modified adjusted gross income, including section 86 of that Code (relating to Social Security and tier 1 railroad retirement benefits).

(2) OTHER BENEFITS.—Notwithstanding any other provision of law, for purposes of determining initial eligibility, ongoing eligibility, or level of benefits under any Federal or federally assisted program, amounts received by an individual Indian as a lump sum or a periodic payment pursuant to the Settlement shall not be treated for any household member, during the 1-year period beginning on the date of receipt—

- (A) as income for the month during which the amounts were received; or
- (B) as a resource.

(g) INCENTIVE AWARDS AND AWARD OF ATTORNEYS' FEES, EXPENSES, AND COSTS UNDER SETTLEMENT AGREEMENT.—

(1) IN GENERAL.—Subject to paragraph (3), the court in the Litigation shall determine the amount to which the Plaintiffs in the Litigation may be entitled for incentive awards and for attorneys' fees, expenses, and costs—

- (A) in accordance with controlling law, including, with respect to attorneys' fees, expenses, and costs, any applicable rule of law requiring counsel to produce contemporaneous time, expense, and cost records in support of a motion for such fees, expenses, and costs; and
- (B) giving due consideration to the special status of Class Members (as defined in the Settlement) as beneficiaries of a federally created and administered trust.

(2) NOTICE OF AGREEMENT ON ATTORNEYS' FEES, EXPENSES, AND COSTS.—The description of the request of Class Counsel for an amount of attorneys' fees, expenses, and costs required under paragraph C.I.d. of the Settlement shall include a description of all material provisions of the Agreement on Attorneys' Fees, Expenses, and Costs.

(3) EFFECT ON AGREEMENT.—Nothing in this subsection limits or otherwise affects the enforceability of the Agreement on Attorneys' Fees, Expenses, and Costs.

(h) SELECTION OF QUALIFYING BANK.—The United States District Court for the District of Columbia, in exercising the discretion

H. R. 4783—6

of the Court to approve the selection of any proposed Qualifying Bank (as defined in the Settlement) under paragraph A.1. of the Settlement, may consider any factors or circumstances regarding the proposed Qualifying Bank that the Court determines to be appropriate to protect the rights and interests of Class Members (as defined in the Settlement) in the amounts to be deposited in the Settlement Account (as defined in the Settlement).

(i) APPOINTEES TO SPECIAL BOARD OF TRUSTEES.—The 2 members of the special board of trustees to be selected by the Secretary under paragraph G.3. of the Settlement shall be selected only after consultation with, and after considering the names of possible candidates timely offered by, federally recognized Indian tribes.

(j) TRUST ADMINISTRATION CLASS ADJUSTMENTS.—

(1) FUNDS.—

(A) IN GENERAL.—In addition to the amounts deposited pursuant to paragraph E.2. of the Settlement, on final approval, the Secretary of the Treasury shall deposit in the Trust Administration Adjustment Fund of the Settlement Account (as defined in the Settlement) \$100,000,000 out of the amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code, to be allocated and paid by the Claims Administrator (as defined in the Settlement) and pursuant to paragraph E.1.e of the Settlement) in accordance with this subsection.

(B) CONDITIONS MET.—The conditions described in section 1304 of title 31, United States Code, shall be deemed to be met for purposes of subparagraph (A).

(2) ADJUSTMENT.—

(A) IN GENERAL.—After the calculation of the pro rata share in Section E.4.b of the Settlement, the Trust Administration Adjustment Fund shall be used to increase the minimum payment to each Trust Administration Class Member whose pro rata share is—

(i) zero; or

(ii) greater than zero, but who would, after adjustment under this subparagraph, otherwise receive a smaller Stage 2 payment than those Trust Administration Class Members described in clause (i).

(B) RESULT.—The amounts in the Trust Administration Adjustment Fund shall be applied in such a manner as to ensure, to the extent practicable (as determined by the court in the Litigation), that each Trust Administration Class Member receiving amounts from the Trust Administration Adjustment Fund receives the same total payment under Stage 2 of the Settlement after making the adjustments required by this subsection.

(3) TIMING OF PAYMENTS.—The payments authorized by this subsection shall be included with the Stage 2 payments under paragraph E.4. of the Settlement.

(k) EFFECT OF ADJUSTMENT PROVISIONS.—Notwithstanding any provision of this section, in the event that a court determines that the application of subsection (j) is unfair to the Trust Administration Class—

(1) subsection (j) shall not go into effect; and

(2) on final approval of the Settlement, in addition to the amounts deposited into the Trust Land Consolidation Fund

H. R. 4783—7

pursuant to subsection (e), the Secretary of the Treasury shall deposit in that Fund \$100,000,000 out of amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code (the conditions of which section shall be deemed to be met for purposes of this paragraph) to be used by the Secretary in accordance with subsection (e).

TITLE II—FINAL SETTLEMENT OF CLAIMS FROM IN RE BLACK FARMERS DISCRIMINATION LITIGATION

SEC. 201. APPROPRIATION OF FUNDS FOR FINAL SETTLEMENT OF CLAIMS FROM IN RE BLACK FARMERS DISCRIMINATION LITIGATION.

(a) DEFINITIONS.—In this section:

(1) SETTLEMENT AGREEMENT.—The term “Settlement Agreement” means the settlement agreement dated February 18, 2010 (including any modifications agreed to by the parties and approved by the court under that agreement) between certain plaintiffs, by and through their counsel, and the Secretary of Agriculture to resolve, fully and forever, the claims raised or that could have been raised in the cases consolidated in *In re Black Farmers Discrimination Litigation*, Misc. No. 08–mc–0511 (PLF), including Pigford claims asserted under section 14012 of the Food, Conservation, and Energy Act of 2008 (Public Law 110–246; 122 Stat. 2209).

(2) PIGFORD CLAIM.—The term “Pigford claim” has the meaning given that term in section 14012(a)(3) of the Food, Conservation, and Energy Act of 2008 (Public Law 110–246; 122 Stat. 2210).

(b) APPROPRIATION OF FUNDS.—There is appropriated to the Secretary of Agriculture \$1,150,000,000, to remain available until expended, to carry out the terms of the Settlement Agreement if the Settlement Agreement is approved by a court order that is or becomes final and nonappealable, and the court finds that the Settlement Agreement is modified to incorporate the additional terms contained in subsection (g). The funds appropriated by this subsection are in addition to the \$100,000,000 of funds of the Commodity Credit Corporation made available by section 14012(i) of the Food, Conservation, and Energy Act of 2008 (Public Law 110–246; 122 Stat. 2212) and shall be available for obligation only after those Commodity Credit Corporation funds are fully obligated. If the Settlement Agreement is not approved as provided in this subsection, the \$100,000,000 of funds of the Commodity Credit Corporation made available by section 14012(i) of the Food, Conservation, and Energy Act of 2008 shall be the sole funding available for Pigford claims.

(c) USE OF FUNDS.—The use of the funds appropriated by subsection (b) shall be subject to the express terms of the Settlement Agreement.

(d) TREATMENT OF REMAINING FUNDS.—If any of the funds appropriated by subsection (b) are not obligated and expended to carry out the Settlement Agreement, the Secretary of Agriculture shall return the unused funds to the Treasury and may not make

H. R. 4783—8

the unused funds available for any purpose related to section 14012 of the Food, Conservation, and Energy Act of 2008, for any other settlement agreement executed in *In re Black Farmers Discrimination Litigation*, No. 08–511 (D.D.C.), or for any other purpose.

(e) RULES OF CONSTRUCTION.—Nothing in this section shall be construed as requiring the United States, any of its officers or agencies, or any other party to enter into the Settlement Agreement or any other settlement agreement. Nothing in this section shall be construed as creating the basis for a Pigford claim.

(f) CONFORMING AMENDMENTS.—Section 14012 of the Food, Conservation, and Energy Act of 2008 (Public Law 110–246; 122 Stat. 2209) is amended—

(1) in subsection (c)(1)—

(A) by striking “subsection (h)” and inserting “subsection (g)”; and

(B) by striking “subsection (i)” and inserting “subsection (h)”; and

(2) by striking subsection (e);

(3) in subsection (g), by striking “subsection (f)” and inserting “subsection (e)”; and

(4) in subsection (i)—

(A) by striking “(1) IN GENERAL.—Of the funds” and inserting “Of the funds”; and

(B) by striking paragraph (2); and

(C) by striking “subsection (g)” and inserting “subsection (f)”; and

(5) by striking subsection (j); and

(6) by redesignating subsections (f), (g), (h), (i), and (k) as subsections (e), (f), (g), (h), and (i), respectively.

(g) ADDITIONAL SETTLEMENT TERMS.—For the purposes of this section and funding for the Settlement Agreement, the following are additional terms:

(1) DEFINITIONS.—In this subsection:

(A) SETTLEMENT AGREEMENT.—The term “Settlement Agreement” means the settlement, including any modifications agreed to by the parties and approved by the court, between the Secretary of Agriculture and certain plaintiffs, by and through their counsel in litigation titled *Black Farmers Discrimination Litigation*, Misc. No. 08–mc–0511 (PLF).

(B) NEUTRAL ADJUDICATOR.—

(i) IN GENERAL.—The term “Neutral Adjudicator” means a Track A Neutral or a Track B Neutral as those terms are defined in the Settlement Agreement, who have been hired by Lead Class Counsel as that term is defined in the Settlement Agreement.

(ii) REQUIREMENT.—The Track A and B Neutrals called for in the Settlement Agreement shall be approved by the Secretary of the United States Department of Agriculture, the Attorney General, and the court.

(2) OATH.—Every Neutral Adjudicator shall take an oath administered by the court prior to hearing claims.

(3) ADDITIONAL DOCUMENTATION OR EVIDENCE.—Any Neutral Adjudicator may, during the course of hearing claims, require claimants to provide additional documentation and evidence if, in the Neutral Adjudicator’s judgment, the additional

H. R. 4783—9

documentation and evidence would be necessary or helpful in deciding the merits of the claim, or if the adjudicator suspects fraud regarding the claim.

(4) ATTORNEYS FEES, EXPENSES, AND COSTS.—

(A) IN GENERAL.—Subject to subparagraph (B) and the provisions of the Settlement Agreement regarding attorneys' fee caps and maximum and minimum percentages for awards of attorneys fees, the court shall make any determination as to the amount of attorneys' fees, expenses, and costs in accordance with controlling law, including, with respect to attorneys' fees, expenses, and costs, any applicable rule of law requiring counsel to produce contemporaneous time, expenses, and cost records in support of a motion for such fees, expenses, and costs.

(B) EFFECT ON AGREEMENT.—Nothing in this paragraph limits or otherwise affects the enforceability of provisions regarding attorneys' fees, expenses, and costs that may be contained in the Settlement Agreement.

(5) CERTIFICATION.—An attorney filing a claim on behalf of a claimant shall swear, under penalty of perjury, that: "to the best of the attorney's knowledge, information, and belief formed after an inquiry reasonable under the circumstances, the claim is supported by existing law and the factual contentions have evidentiary support".

(6) DISTRIBUTION OF CLAIMS DETERMINATIONS AND SETTLEMENT FUNDS.—In order to ensure full transparency of the administration of claims under the Settlement Agreement, the Claims Administrator as that term is defined in the Settlement Agreement, shall provide to the Secretary of Agriculture, the Inspector General of the Department of Agriculture, the Attorney General, and Lead Class Counsel as that term is defined in the Settlement Agreement, all information regarding Distribution of Claims Determinations and Settlement Funds described in the Settlement Agreement.

(h) REPORTS.—

(1) GOVERNMENT ACCOUNTABILITY OFFICE.—

(A) IN GENERAL.—The Comptroller General of the United States shall evaluate the internal controls (including internal controls concerning fraud and abuse) created to carry out the terms of the Settlement Agreement, and report to the Congress at least 2 times throughout the duration of the claims adjudication process on the results of this evaluation.

(B) ACCESS TO INFORMATION.—Solely for purposes of conducting the evaluation under subparagraph (A), the Comptroller General shall have access, upon request, to the claims administrator, the claims adjudicators, and related officials, appointed in connection with the aforementioned settlement, and to any information and records generated, used, or received by them, including names and addresses.

(2) USDA INSPECTOR GENERAL.—

(A) PERFORMANCE AUDIT.—The Inspector General of the Department of Agriculture shall, within 180 days of the initial adjudication of claims, and subsequently as appropriate, perform a performance audit based on a statistical sampling of adjudicated claims.

H. R. 4783—10

(B) AUDIT RECIPIENTS.—The audits described in clause (i) shall be provided to Secretary of Agriculture and the Attorney General.

TITLE III—WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS QUANTIFICATION

SEC. 301. SHORT TITLE.

This title may be cited as the “White Mountain Apache Tribe Water Rights Quantification Act of 2010”.

SEC. 302. PURPOSES.

The purposes of this title are—

- (1) to authorize, ratify, and confirm the Agreement;
- (2) to authorize and direct the Secretary to execute the Agreement and take any other action necessary to carry out all obligations of the Secretary under the Agreement in accordance with this title;
- (3) to authorize the amounts necessary for the United States to meet the obligations of the United States under the Agreement and this title; and
- (4) to permanently resolve certain damage claims and all water rights claims among—
 - (A) the Tribe and its members;
 - (B) the United States, acting as trustee for the Tribe and its members;
 - (C) the parties to the Agreement; and
 - (D) all other claimants seeking to determine the nature and extent of the water rights of the Tribe, its members, the United States, acting as trustee for the Tribe and its members, and other claimants in—
 - (i) the consolidated civil action in the Superior Court of the State of Arizona for the County of Maricopa styled In re the General Adjudication of All Rights To Use Water In The Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro); and
 - (ii) the civil action pending in the Superior Court of the State of Arizona for the County of Apache styled In re the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source and numbered CIV-6417.

SEC. 303. DEFINITIONS.

In this title:

- (1) AGREEMENT.—The term “Agreement” means—
 - (A) the WMAT Water Rights Quantification Agreement dated January 13, 2009; and
 - (B) any amendment or exhibit (including exhibit amendments) to that Agreement that are—
 - (i) made in accordance with this title; or
 - (ii) otherwise approved by the Secretary.
- (2) BUREAU.—The term “Bureau” means the Bureau of Reclamation.

H. R. 4783—11

(3) CAP.—The term “CAP” means the reclamation project authorized and constructed by the United States in accordance with title III of the Colorado River Basin Project Act (43 U.S.C. 1521 et seq.).

(4) CAP CONTRACTOR.—The term “CAP contractor” means an individual or entity that has entered into a long-term contract (as that term is used in the repayment stipulation) with the United States for delivery of water through the CAP system.

(5) CAP FIXED OM&R CHARGE.—The term “CAP fixed OM&R charge” has the meaning given the term in the repayment stipulation.

(6) CAP M&I PRIORITY WATER.—The term “CAP M&I priority water” means the CAP water having a municipal and industrial delivery priority under the repayment contract.

(7) CAP SUBCONTRACTOR.—The term “CAP subcontractor” means an individual or entity that has entered into a long-term subcontract (as that term is used in the repayment stipulation) with the United States and the District for the delivery of water through the CAP system.

(8) CAP SYSTEM.—The term “CAP system” means—

- (A) the Mark Wilmer Pumping Plant;
- (B) the Hayden-Rhodes Aqueduct;
- (C) the Fannin-McFarland Aqueduct;
- (D) the Tucson Aqueduct;

(E) any pumping plant or appurtenant works of a feature described in any of subparagraphs (A) through (D); and

(F) any extension of, addition to, or replacement for a feature described in any of subparagraphs (A) through (E).

(9) CAP WATER.—The term “CAP water” means “Project Water” (as that term is defined in the repayment stipulation).

(10) CONTRACT.—The term “Contract” means—

(A) the proposed contract between the Tribe and the United States attached as exhibit 7.1 to the Agreement and numbered 08–XX–30–W0529; and

(B) any amendments to that contract.

(11) DISTRICT.—The term “District” means the Central Arizona Water Conservation District, a political subdivision of the State that is the contractor under the repayment contract.

(12) ENFORCEABILITY DATE.—The term “enforceability date” means the date described in section 309(d)(1).

(13) INDIAN TRIBE.—The term “Indian tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

(14) INJURY TO WATER RIGHTS.—

(A) IN GENERAL.—The term “injury to water rights” means an interference with, diminution of, or deprivation of, a water right under Federal, State, or other law.

(B) INCLUSIONS.—The term “injury to water rights” includes—

- (i) a change in the groundwater table; and
- (ii) any effect of such a change.

(C) EXCLUSION.—The term “injury to water rights” does not include any injury to water quality.

(15) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—The term “Lower Colorado River Basin Development Fund”

H. R. 4783—12

means the fund established by section 403 of the Colorado River Basin Project Act (43 U.S.C. 1543).

(16) OFF-RESERVATION TRUST LAND.—The term “off-reservation trust land” means land—

(A) located outside the exterior boundaries of the reservation that is held in trust by the United States for the benefit of the Tribe as of the enforceability date; and

(B) depicted on the map attached to the Agreement as exhibit 2.57.

(17) OPERATING AGENCY.—The term “Operating Agency” means the 1 or more entities authorized to assume responsibility for the care, operation, maintenance, and replacement of the CAP system.

(18) REPAYMENT CONTRACT.—The term “repayment contract” means—

(A) the contract between the United States and the District for delivery of water and repayment of the costs of the CAP, numbered 14–06–W–245 (Amendment No. 1), and dated December 1, 1988; and

(B) any amendment to, or revision of, that contract.

(19) REPAYMENT STIPULATION.—The term “repayment stipulation” means the stipulated judgment and the stipulation for judgment (including any exhibits to those documents) entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action styled Central Arizona Water Conservation District v. United States, et al., and numbered CIV 95–625–TUC–WDB (EHC) and CIV 95–1720–PHX–EHC.

(20) RESERVATION.—

(A) IN GENERAL.—The term “reservation” means the land within the exterior boundary of the White Mountain Indian Reservation established by the Executive order dated November 9, 1871, as modified by subsequent Executive orders and Acts of Congress—

(i) known on the date of enactment of this Act as the “Fort Apache Reservation” pursuant to chapter 3 of the Act of June 7, 1897 (30 Stat. 62); and

(ii) generally depicted on the map attached to the Agreement as exhibit 2.81.

(B) NO EFFECT ON DISPUTE OR AS ADMISSION.—The depiction of the reservation described in subparagraph (A)(ii) shall not—

(i) be used to affect any dispute between the Tribe and the United States concerning the legal boundary of the reservation; or

(ii) constitute an admission by the Tribe with regard to any dispute between the Tribe and the United States concerning the legal boundary of the reservation.

(21) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(22) STATE.—The term “State” means the State of Arizona.

(23) TRIBAL CAP WATER.—The term “tribal CAP water” means the CAP water to which the Tribe is entitled pursuant to the Contract.

H. R. 4783—13

(24) TRIBAL WATER RIGHTS.—The term “tribal water rights” means the water rights of the Tribe described in paragraph 4.0 of the Agreement.

(25) TRIBE.—The term “Tribe” means the White Mountain Apache Tribe organized under section 16 of the Act of June 18, 1934 (commonly known as the “Indian Reorganization Act”) (25 U.S.C. 476).

(26) WATER RIGHT.—The term “water right” means any right in or to groundwater, surface water, or effluent under Federal, State, or other law.

(27) WMAT RURAL WATER SYSTEM.—The term “WMAT rural water system” means the municipal, rural, and industrial water diversion, storage, and delivery system described in section 307.

(28) YEAR.—The term “year” means a calendar year.

SEC. 304. APPROVAL OF AGREEMENT.

(a) APPROVAL.—

(1) IN GENERAL.—Except to the extent that any provision of the Agreement conflicts with a provision of this title, the Agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Agreement is authorized, ratified, and confirmed, to the extent that such amendment is executed to make the Agreement consistent with this title.

(b) EXECUTION OF AGREEMENT.—

(1) IN GENERAL.—To the extent that the Agreement does not conflict with this title, the Secretary shall promptly—

(A) execute the Agreement, including all exhibits to the Agreement requiring the signature of the Secretary; and

(B) in accordance with the Agreement, execute any amendment to the Agreement, including any amendment to any exhibit to the Agreement requiring the signature of the Secretary, that is not inconsistent with this title; and

(2) DISCRETION OF THE SECRETARY.—The Secretary may execute any other amendment to the Agreement, including any amendment to any exhibit to the Agreement requiring the signature of the Secretary, that is not inconsistent with this title if the amendment does not require congressional approval pursuant to the Trade and Intercourse Act (25 U.S.C. 177) or other applicable Federal law (including regulations).

(c) NATIONAL ENVIRONMENTAL POLICY ACT.—

(1) ENVIRONMENTAL COMPLIANCE.—In implementing the Agreement and carrying out this title, the Secretary shall promptly comply with all applicable requirements of—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.);

(C) all other applicable Federal environmental laws; and

(D) all regulations promulgated under the laws described in subparagraphs (A) through (C).

(2) EXECUTION OF AGREEMENT.—

H. R. 4783—14

(A) IN GENERAL.—Execution of the Agreement by the Secretary under this section shall not constitute a major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(B) ENVIRONMENTAL COMPLIANCE.—The Secretary shall carry out all necessary environmental compliance activities required by Federal law in implementing the Agreement.

(3) LEAD AGENCY.—The Bureau shall serve as the lead agency with respect to ensuring environmental compliance associated with the WMAT rural water system.

SEC. 305. WATER RIGHTS.

(a) TREATMENT OF TRIBAL WATER RIGHTS.—The tribal water rights—

(1) shall be held in trust by the United States on behalf of the Tribe; and

(2) shall not be subject to forfeiture or abandonment.

(b) REALLOCATION.—

(1) IN GENERAL.—In accordance with this title and the Agreement, the Secretary shall reallocate to the Tribe, and offer to enter into a contract with the Tribe for the delivery in accordance with this section of—

(A) an entitlement to 23,782 acre-feet per year of CAP water that has a non-Indian agricultural delivery priority (as defined in the Contract) in accordance with section 104(a)(1)(A)(iii) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3488), of which—

(i) 3,750 acre-feet per year shall be firm by the United States for the benefit of the Tribe for the 100-year period beginning on January 1, 2008, with priority equivalent to CAP M&I priority water, in accordance with section 105(b)(1)(B) of that Act (118 Stat. 3492); and

(ii) 3,750 acre-feet per year shall be firm by the State for the benefit of the Tribe for the 100-year period beginning on January 1, 2008, with priority equivalent to CAP M&I priority water, in accordance with section 105(b)(2)(B) of that Act (118 Stat. 3492); and

(B) an entitlement to 1,218 acre-feet per year of the water—

(i) acquired by the Secretary through the permanent relinquishment of the Harquahala Valley Irrigation District CAP subcontract entitlement in accordance with the contract numbered 3–07–30–W0290 among the District, Harquahala Valley Irrigation District, and the United States; and

(ii) converted to CAP Indian Priority water (as defined in the Contract) pursuant to the Fort McDowell Indian Community Water Rights Settlement Act of 1990 (Public Law 101–628; 104 Stat. 4480).

(2) AUTHORITY OF TRIBE.—Subject to approval by the Secretary under section 306(a)(1), the Tribe shall have the sole authority to lease, distribute, exchange, or allocate the tribal CAP water described in paragraph (1).

H. R. 4783—15

(c) WATER SERVICE CAPITAL CHARGES.—The Tribe shall not be responsible for any water service capital charge for tribal CAP water.

(d) ALLOCATION AND REPAYMENT.—For the purpose of determining the allocation and repayment of costs of any stage of the CAP constructed after November 21, 2007, the costs associated with the delivery of water described in subsection (b), regardless of whether the water is delivered for use by the Tribe or in accordance with any assignment, exchange, lease, option to lease, or other agreement for the temporary disposition of water entered into by the Tribe, shall be—

- (1) nonreimbursable; and
- (2) excluded from the repayment obligation of the District.

(e) WATER CODE.—Not later than 18 months after the enforceability date, the Tribe shall enact a water code that—

- (1) governs the tribal water rights; and
- (2) includes, at a minimum—
 - (A) provisions requiring the measurement, calculation, and recording of all diversions and depletions of water on the reservation and on off-reservation trust land;
 - (B) terms of a water conservation plan, including objectives, conservation measures, and an implementation timeline;
 - (C) provisions requiring the approval of the Tribe for the severance and transfer of rights to the use of water from historically irrigated land identified in paragraph 11.3.2.1 of the Agreement to diversions and depletions on other non-historically irrigated land not located on the watershed of the same water source; and
 - (D) provisions requiring the authorization of the Tribe for all diversions of water on the reservation and on off-reservation trust land by any individual or entity other than the Tribe.

SEC. 306. CONTRACT.

(a) IN GENERAL.—The Secretary shall enter into the Contract, in accordance with the Agreement, to provide, among other things, that—

- (1) the Tribe, on approval of the Secretary, may—
 - (A) enter into contracts or options to lease, contracts to exchange, or options to exchange tribal CAP water in Maricopa, Pinal, Pima, and Yavapai Counties in the State providing for the temporary delivery to any individual or entity of any portion of the tribal CAP water, subject to the condition that—
 - (i) the term of the contract or option to lease shall not be longer than 100 years;
 - (ii) the contracts or options to exchange shall be for the term provided in the contract or option; and
 - (iii) a lease or option to lease providing for the temporary delivery of tribal CAP water shall require the lessee to pay to the Operating Agency all CAP fixed OM&R charges and all CAP pumping energy charges (as defined in the repayment stipulation) associated with the leased water; and

H. R. 4783—16

(B) renegotiate any lease at any time during the term of the lease, subject to the condition that the term of the renegotiated lease shall not exceed 100 years;

(2) no portion of the tribal CAP water may be permanently alienated;

(3)(A) the Tribe (and not the United States in any capacity) shall be entitled to all consideration due to the Tribe under any contract or option to lease or exchange tribal CAP water entered into by the Tribe; and

(B) the United States (in any capacity) has no trust or other obligation to monitor, administer, or account for, in any manner—

(i) any funds received by the Tribe as consideration under a contract or option to lease or exchange tribal CAP water; or

(ii) the expenditure of those funds;

(4)(A) all tribal CAP water shall be delivered through the CAP system; and

(B) if the delivery capacity of the CAP system is significantly reduced or anticipated to be significantly reduced for an extended period of time, the Tribe shall have the same CAP delivery rights as a CAP contractor or CAP subcontractor that is allowed to take delivery of water other than through the CAP system;

(5) the Tribe may use tribal CAP water on or off the reservation for any purpose;

(6) as authorized by subsection (f)(2)(A) of section 403 of the Colorado River Basin Project Act (43 U.S.C. 1543) and to the extent that funds are available in the Lower Colorado River Basin Development Fund established by subsection (a) of that section, the United States shall pay to the Operating Agency the CAP fixed OM&R charges associated with the delivery of tribal CAP water (except in the case of tribal CAP water leased by any individual or entity);

(7) the Secretary shall waive the right of the Secretary to capture all return flow from project exchange water flowing from the exterior boundary of the reservation; and

(8) no CAP water service capital charge shall be due or payable for the tribal CAP water, regardless of whether the water is delivered for use by the Tribe or pursuant to a contract or option to lease or exchange tribal CAP water entered into by the Tribe.

(b) REQUIREMENTS.—The Contract shall be—

(1) for permanent service (within the meaning of section 5 of the Boulder Canyon Project Act (43 U.S.C. 617d)); and

(2) without limit as to term.

(c) RATIFICATION.—

(1) IN GENERAL.—Except to the extent that any provision of the Contract conflicts with a provision of this title, the Contract is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Contract is authorized, ratified, and confirmed, to the extent that such amendment is executed to make the Contract consistent with this title.

(d) EXECUTION OF CONTRACT.—To the extent that the Contract does not conflict with this title, the Secretary shall execute the Contract.

H. R. 4783—17

(e) PAYMENT OF CHARGES.—The Tribe, and any recipient of tribal CAP water through a contract or option to lease or exchange, shall not be obligated to pay a water service capital charge or any other charge, payment, or fee for CAP water, except as provided in an applicable lease or exchange agreement.

(f) PROHIBITIONS.—

(1) USE OUTSIDE STATE.—No tribal CAP water may be leased, exchanged, forborne, or otherwise transferred by the Tribe in any way for use directly or indirectly outside the State.

(2) USE OFF RESERVATION.—Except as authorized by this section and paragraph 4.7 of the Agreement, no tribal water rights under this title may be sold, leased, transferred, or used outside the boundaries of the reservation or off-reservation trust land other than pursuant to an exchange.

(3) AGREEMENTS WITH ARIZONA WATER BANKING AUTHORITY.—Nothing in this title or the Agreement limits the right of the Tribe to enter into an agreement with the Arizona Water Banking Authority (or any successor entity) established by section 45–2421 of the Arizona Revised Statutes in accordance with State law.

(g) LEASES.—

(1) IN GENERAL.—To the extent that the leases of tribal CAP Water by the Tribe to the District and to any of the cities in the State, attached as exhibits to the Agreement, are not in conflict with the provisions of this title—

(A) those leases are authorized, ratified, and confirmed;

and

(B) the Secretary shall execute the leases.

(2) AMENDMENTS.—To the extent that amendments are executed to make the leases described in paragraph (1) consistent with this title, those amendments are authorized, ratified, and confirmed.

SEC. 307. AUTHORIZATION OF WMAT RURAL WATER SYSTEM.

(a) IN GENERAL.—Consistent with subsections (a) and (e) of section 312 and subsection (h) of this section, the Secretary, acting through the Bureau, shall plan, design, and construct the WMAT rural water system to divert, store, and distribute water from the North Fork of the White River to the Tribe that shall consist of—

(1) a dam and storage reservoir, pumping plant, and treatment facilities located along the North Fork of the White River near the community of Whiteriver;

(2) a distribution system consisting of pipelines extending from the treatment facilities to existing water distribution systems serving the communities of Whiteriver, Fort Apache, Canyon Day, Cedar Creek, Carrizo, and Cibecue;

(3) connections to existing distribution facilities for the communities described in paragraph (2), but not including any upgrades of, or improvements to, existing or future public water systems for the communities described in paragraph (2) that may be necessary to accommodate increased demand and flow rates (and any associated changes in water quality);

(4) connections to additional communities along the pipeline, provided that the additional connections may be added

H. R. 4783—18

to the distribution system described in paragraph (2) at the expense of the Tribe;

(5) appurtenant buildings and access roads;

(6) electrical power transmission and distribution facilities necessary for operation of the project; and

(7) any other project components that the Secretary, in consultation with the Tribe, determines to be necessary.

(b) MODIFICATIONS.—The Secretary and the Tribe—

(1) may modify the components of the WMAT rural water system described in subsection (a) by mutual agreement; and

(2) shall make all modifications required under subsection (c)(2).

(c) FINAL PROJECT DESIGN.—

(1) IN GENERAL.—The Secretary shall issue a final project design of the WMAT rural water system, including the dam, pumping plants, pipeline, and treatment plant, that is generally consistent with the project extension report dated February 2007 after the completion of—

(A) any appropriate environmental compliance activity;

and

(B) the review process described in paragraph (2).

(2) REVIEW.—

(A) IN GENERAL.—The Secretary shall review the proposed design of the WMAT rural water system and perform value engineering analyses.

(B) RESULTS.—Taking into consideration the review under subparagraph (A), the Secretary, in consultation with the Tribe, shall require appropriate changes to the design, so that the final design—

(i) meets Bureau of Reclamation design standards;

(ii) to the maximum extent practicable, incorporates any changes that would improve the cost-effectiveness of the delivery of water through the WMAT rural water system; and

(iii) may be constructed for the amounts made available under section 312.

(d) CONVEYANCE OF TITLE.—

(1) IN GENERAL.—Title to the WMAT rural water system shall be held by the United States until title to the WMAT rural water system is conveyed by the Secretary to the Tribe pursuant to paragraph (2).

(2) CONVEYANCE TO TRIBE.—The Secretary shall convey to the Tribe title to the WMAT rural water system not later than 30 days after the date on which the Secretary publishes in the Federal Register a statement of findings that—

(A) the operating criteria, standing operating procedures, emergency action plan, and first filling and monitoring criteria of the designers have been established and are in place;

(B) the WMAT rural water system has operated under the standing operating procedures of the designers, with the participation of the Tribe, for a period of 3 years;

(C) the Secretary has provided the Tribe with technical assistance on the manner by which to operate and maintain the WMAT rural water system;

H. R. 4783—19

(D) the funds made available under section 312(b)(3)(B) have been deposited in the WMAT Maintenance Fund; and

(E) the WMAT rural water system—

(i) is substantially complete, as determined by the Secretary; and

(ii) satisfies the requirement that—

(I) the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as set forth in the final project design described in subsection (c); and

(II) the Secretary has consulted with the Tribe regarding the proposed finding that the WMAT rural water system is substantially complete.

(e) ALIENATION AND TAXATION.—

(1) IN GENERAL.—Conveyance of title to the Tribe pursuant to subsection (d) does not waive or alter any applicable Federal law (including regulations) prohibiting alienation or taxation of the WMAT rural water system or the underlying reservation land.

(2) ALIENATION OF WMAT RURAL WATER SYSTEM.—The WMAT rural water system, including the components of the WMAT rural water system, shall not be alienated, encumbered, or conveyed in any manner by the Tribe, unless a reconveyance is authorized by an Act of Congress enacted after the date of enactment of this Act.

(f) OPERATION AND MAINTENANCE.—

(1) IN GENERAL.—Consistent with subsections (d) and (e) of section 312, the Secretary, acting through the Bureau and in cooperation with the Tribe, shall operate, maintain, and replace the WMAT rural water system until the date on which title to the WMAT rural water system is transferred to the Tribe pursuant to subsection (d)(2).

(2) LIMITATION.—

(A) IN GENERAL.—Beginning on the date on which title to the WMAT rural water system is transferred to the Tribe pursuant to subsection (d)(2), the United States shall have no obligation to pay for the operation, maintenance, or replacement costs of the WMAT rural water system.

(B) LIMITATION ON LIABILITY.—Effective on the date on which the Secretary publishes a statement of findings in the Federal Register pursuant to subsection (d)(2), the United States shall not be held liable by any court for damages arising out of any act, omission, or occurrence relating to the land or facilities conveyed, other than damages caused by any intentional act or act of negligence committed by the United States, or by employees or agents of the United States, prior to the date on which the Secretary publishes a statement of findings in the Federal Register pursuant to subsection (d)(2).

(g) RIGHT TO REVIEW.—

(1) IN GENERAL.—The statement of findings published by the Secretary pursuant to subsection (d)(2) shall be considered to be a final agency action subject to judicial review under sections 701 through 706 of title 5, United States Code.

H. R. 4783—20

(2) EFFECT OF TITLE.—Nothing in this title gives the Tribe or any other party the right to judicial review of the determination by the Secretary under subsection (d) except under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

(h) APPLICABILITY OF ISDEAA.—

(1) AGREEMENT FOR SPECIFIC ACTIVITIES.—On receipt of a request of the Tribe, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.), the Secretary shall enter into 1 or more agreements with the Tribe to carry out the activities authorized by this section.

(2) CONTRACTS.—Any contract entered into pursuant to the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) for the purpose of carrying out any provision of this title shall incorporate such provisions regarding periodic payment of funds, timing for use of funds, transparency, oversight, reporting, and accountability as the Secretary determines to be necessary (at the sole discretion of the Secretary) to ensure appropriate stewardship of Federal funds.

(i) FINAL DESIGNS; PROJECT CONSTRUCTION.—

(1) FINAL DESIGNS.—All designs for the WMAT rural water system shall—

(A) conform to Bureau design standards; and

(B) be subject to review and approval by the Secretary.

(2) PROJECT CONSTRUCTION.—Each project component of the WMAT rural water system shall be constructed pursuant to designs and specifications approved by the Secretary, and all construction work shall be subject to inspection and approval by the Secretary.

(j) CONDITION.—As a condition of construction of the facilities authorized by this section, the Tribe shall provide, at no cost to the Secretary, all land or interests in land that the Secretary identifies as necessary for the construction, operation, and maintenance of those facilities.

SEC. 308. SATISFACTION OF CLAIMS.

(a) IN GENERAL.—Except as set forth in the Agreement, the benefits realized by the Tribe and its members under this title shall be in full satisfaction of all claims of the Tribe, its members, and the United States, acting as trustee for the benefit of the Tribe and its members, for water rights and injury to water rights under Federal, State, or other law with respect to the reservation and off-reservation trust land.

(b) USES OF WATER.—All uses of water on land outside of the reservation, if and when that land is subsequently and finally determined to be part of the reservation through resolution of any dispute between the Tribe and the United States over the location of the reservation boundary, and any fee land within the reservation placed into trust and made part of the reservation, shall be subject to the maximum annual diversion amounts and the maximum annual depletion amounts specified in the Agreement.

(c) NO RECOGNITION OF WATER RIGHTS.—Notwithstanding subsection (a), nothing in this title recognizes or establishes any right of a member of the Tribe to water on the reservation.

H. R. 4783—21

SEC. 309. WAIVERS AND RELEASES OF CLAIMS.

(a) IN GENERAL.—

(1) CLAIMS AGAINST THE STATE AND OTHERS.—Except for the specifically retained claims described in subsection (b)(1), the Tribe, on behalf of itself and its members, and the United States, acting in its capacity as trustee for the Tribe and its members, as part of the performance of the respective obligations of the United States and the Tribe under the Agreement, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), or any other person, entity, corporation, or municipal corporation under Federal, State, or other law for all—

(A)(i) past, present, and future claims for water rights for the reservation and off-reservation trust land arising from time immemorial and, thereafter, forever; and

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Tribe, its members, or their predecessors;

(B)(i) past and present claims for injury to water rights for the reservation and off-reservation trust land arising from time immemorial through the enforceability date;

(ii) past, present, and future claims for injury to water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Tribe, its members, or their predecessors; and

(iii) claims for injury to water rights arising after the enforceability date for the reservation and off-reservation trust land resulting from off-reservation diversion or use of water in a manner that is not in violation of the Agreement or State law; and

(C) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Agreement, an applicable settlement judgement or decree, or this title.

(2) CLAIMS AGAINST TRIBE.—Except for the specifically retained claims described in subsection (b)(3), the United States, in all capacities (except as trustee for an Indian tribe other than the Tribe), as part of the performance of its obligations under the Agreement, is authorized to execute a waiver and release of any and all claims against the Tribe, its members, or any agency, official, or employee of the Tribe, under Federal, State, or any other law for all—

(A) past and present claims for injury to water rights resulting from the diversion or use of water on the reservation and on off-reservation trust land arising from time immemorial through the enforceability date;

(B) claims for injury to water rights arising after the enforceability date resulting from the diversion or use of water on the reservation and on off-reservation trust land in a manner that is not in violation of the Agreement; and

(C) past, present, and future claims arising out of or related in any manner to the negotiation, execution, or adoption of the Agreement, an applicable settlement judgement or decree, or this title.

H. R. 4783—22

(3) CLAIMS AGAINST UNITED STATES.—Except for the specifically retained claims described in subsection (b)(2), the Tribe, on behalf of itself and its members, as part of the performance of the obligations of the Tribe under the Agreement, is authorized to execute a waiver and release of any claim against the United States, including agencies, officials, or employees of the United States (except in the capacity of the United States as trustee for other Indian tribes), under Federal, State, or other law for any and all—

(A)(i) past, present, and future claims for water rights for the reservation and off-reservation trust land arising from time immemorial and, thereafter, forever; and

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever that are based on aboriginal occupancy of land by the Tribe, its members, or their predecessors;

(B)(i) past and present claims relating in any manner to damages, losses, or injuries to water, water rights, land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, or develop water, water rights, or water infrastructure) within the reservation and off-reservation trust land that first accrued at any time prior to the enforceability date;

(ii) past, present, and future claims for injury to water rights arising from time immemorial and, thereafter, forever that are based on aboriginal occupancy of land by the Tribe, its members, or their predecessors; and

(iii) claims for injury to water rights arising after the enforceability date for the reservation and off-reservation trust land resulting from the off-reservation diversion or use of water in a manner that is not in violation of the Agreement or applicable law;

(C) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Agreement, an applicable settlement judgment or decree, or this title;

(D) past and present claims relating in any manner to pending litigation of claims relating to the water rights of the Tribe for the reservation and off-reservation trust land;

(E) past and present claims relating to the operation, maintenance, and replacement of existing irrigation systems on the reservation constructed prior to the enforceability date that first accrued at any time prior to the enforceability date, which waiver shall only become effective on the full appropriation and payment to the Tribe of \$4,950,000 of the amounts made available under section 312(b)(2)(B);

(F) any claims relating to operation, maintenance, and replacement of the WMAT rural water system, which waiver shall only become effective on the date on which funds are made available under section 312(b)(3)(B) and deposited in the WMAT Maintenance Fund;

H. R. 4783—23

(G) past and present breach of trust and negligence claims for damage to the land and natural resources of the Tribe caused by riparian and other vegetative manipulation by the United States for the purpose of increasing water runoff from the reservation that first accrued at any time prior to the enforceability date; and

(H) past and present claims for trespass, use, and occupancy of the reservation in, on, and along the Black River that first accrued at any time prior to the enforceability date.

(4) EFFECT ON BOUNDARY CLAIMS.—Nothing in this title expands, diminishes, or impacts any claims the Tribe may assert, or any defense the United States may assert, concerning title to land outside the most current survey, as of the date of enactment of this Act, of the northern boundary of the reservation.

(b) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—

(1) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY TRIBE AND UNITED STATES.—

(A) IN GENERAL.—Notwithstanding the waiver and release of claims authorized under subsection (a)(1), the Tribe, on behalf of itself and its members, and the United States, acting as trustee for the Tribe and its members, shall retain any right—

(i) subject to subparagraph 16.9 of the Agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Tribe and its members under the Agreement or this title in any Federal or State court of competent jurisdiction;

(ii) to assert claims for injuries to, and seek enforcement of, the rights of the Tribe under the judgment and decree entered by the court in the Gila River adjudication proceedings;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Tribe under the judgment and decree entered by the court in the Little Colorado River adjudication proceedings;

(iv) to object to any claims by or for any other Indian tribe, Indian community or nation, or dependent Indian community, or the United States on behalf of such a tribe, community, or nation;

(v) to participate in the Gila River adjudication proceedings and the Little Colorado River adjudication proceedings to the extent provided in subparagraph 14.1 of the Agreement;

(vi) to assert any claims arising after the enforceability date for injury to water rights not specifically waived under this section;

(vii) to assert any past, present, or future claim for injury to water rights against any other Indian tribe, Indian community or nation, dependent Indian community, allottee, or the United States on behalf of such a tribe, community, nation, or allottee;

(viii) to assert any past, present, or future claim for trespass, use, and occupancy of the reservation in, on, or along the Black River against Freepor-

H. R. 4783—24

McMoRan Copper & Gold, Inc., Phelps Dodge Corporation, or Phelps Dodge Morenci, Inc. (or a predecessor or successor of those entities), including all subsidiaries and affiliates of those entities; and

(ix) to assert claims arising after the enforceability date for injury to water rights resulting from the pumping of water from land located within national forest land as of the date of the Agreement in the south $\frac{1}{2}$ of T. 9 N., R. 24 E., the south $\frac{1}{2}$ of T. 9 N., R. 25 E., the north $\frac{1}{2}$ of T. 8 N., R. 24 E., or the north $\frac{1}{2}$ of T. 8 N., R. 25 E., if water from the land is used on the land or is transported off the land for municipal, commercial, or industrial use.

(B) AGREEMENT.—On terms acceptable to the Tribe and the United States, the Tribe and the United States are authorized to enter into an agreement with Freeport-McMoRan Copper & Gold, Inc., Phelps Dodge Corporation, or Phelps Dodge Morenci, Inc. (or a predecessor or successor of those entities), including all subsidiaries and affiliates of those entities, to resolve the claims of the Tribe relating to the trespass, use, and occupancy of the reservation in, on, and along the Black River.

(2) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY TRIBE AGAINST UNITED STATES.—Notwithstanding the waiver and release of claims authorized under subsection (a)(3), the Tribe, on behalf of itself and its members, shall retain any right—

(A) subject to subparagraph 16.9 of the Agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Tribe and its members under the Agreement or this title, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Tribe and members under the judgment and decree entered by the court in the Gila River adjudication proceedings;

(C) to assert claims for injuries to, and seek enforcement of, the rights of the Tribe and members under the judgment and decree entered by the court in the Little Colorado River adjudication proceedings;

(D) to object to any claims by or for any other Indian tribe, Indian community or nation, or dependent Indian community, or the United States on behalf of such a tribe, community, or nation;

(E) to assert past, present, or future claims for injury to water rights or any other claims other than a claim to water rights, against any other Indian tribe, Indian community or nation, or dependent Indian community, or the United States on behalf of such a tribe, community, or nation;

(F) to assert claims arising after the enforceability date for injury to water rights resulting from the pumping of water from land located within national forest land as of the date of the Agreement in the south $\frac{1}{2}$ of T. 9 N., R. 24 E., the south $\frac{1}{2}$ of T. 9 N., R. 25 E., the north $\frac{1}{2}$ of T. 8 N., R. 24 E., or the north $\frac{1}{2}$ of T. 8 N., R. 25 E., if water from that land is used on the land

H. R. 4783—25

or is transported off the land for municipal, commercial, or industrial use;

(G) to assert any claims arising after the enforceability date for injury to water rights not specifically waived under this section;

(H) to seek remedies and to assert any other claims not specifically waived under this section; and

(I) to assert any claim arising after the enforceability date for a future taking by the United States of reservation land, off-reservation trust land, or any property rights appurtenant to that land, including any water rights set forth in paragraph 4.0 of the Agreement.

(3) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY UNITED STATES.—Notwithstanding the waiver and release of claims authorized under subsection (a)(2), the United States shall retain any right to assert any claim not specifically waived in that subsection.

(c) EFFECTIVENESS OF WAIVER AND RELEASES.—Except as otherwise specifically provided in subparagraphs (E) and (F) of subsection (a)(3), the waivers and releases under subsection (a) shall become effective on the enforceability date.

(d) ENFORCEABILITY DATE.—

(1) IN GENERAL.—This section takes effect on the date on which the Secretary publishes in the Federal Register a statement of findings that—

(A)(i) to the extent that the Agreement conflicts with this title, the Agreement has been revised through an amendment to eliminate the conflict; and

(ii) the Agreement, as so revised, has been executed by the Secretary, the Tribe, and the Governor of the State;

(B) the Secretary has fulfilled the requirements of sections 305 and 306;

(C) the amount made available under section 312(a) has been deposited in the White Mountain Apache Tribe Water Rights Settlement Subaccount;

(D) the State funds described in subparagraph 13.3 of the Agreement have been deposited in the White Mountain Apache Tribe Water Rights Settlement Subaccount;

(E) the Secretary has issued a record of decision approving the construction of the WMAT rural water system in a configuration substantially similar to that described in section 307;

(F) the judgments and decrees substantially in the form of those attached to the Agreement as exhibits 12.9.6.1 and 12.9.6.2 have been approved by the respective trial courts; and

(G) the waivers and releases authorized and set forth in subsection (a) have been executed by the Tribe and the Secretary.

(2) FAILURE OF ENFORCEABILITY DATE TO OCCUR.—If the Secretary does not publish a statement of findings under paragraph (1) by April 30, 2021—

(A) this title is repealed effective May 1, 2021, and any activity by the Secretary to carry out this title shall cease;

H. R. 4783—26

(B) any amounts made available under section 312 shall immediately revert to the general fund of the Treasury;

(C) any other amounts deposited in the White Mountain Apache Tribe Water Rights Settlement Subaccount (including any amounts paid by the State in accordance with the Agreement), together with any interest accrued on those amounts, shall immediately be returned to the respective sources of those funds; and

(D) the Tribe and its members, and the United States, acting as trustee for the Tribe and its members, shall retain the right to assert past, present, and future water rights claims and claims for injury to water rights for the reservation and off-reservation trust land.

(3) NO ADDITIONAL RIGHTS TO WATER.—Beginning on the enforceability date, all land held by the United States in trust for the Tribe and its members shall have no rights to water other than those specifically quantified for the Tribe and the United States, acting as trustee for the Tribe and its members, for the reservation and off-reservation trust land pursuant to paragraph 4.0 of the Agreement.

(e) UNITED STATES ENFORCEMENT AUTHORITY.—Nothing in this title or the Agreement affects any right of the United States to take any action, including environmental actions, under any laws (including regulations and the common law) relating to human health, safety, or the environment.

(f) NO EFFECT ON WATER RIGHTS.—Except as provided in paragraphs (1)(A)(ii), (1)(B)(ii), (3)(A)(ii), and (3)(B)(ii) of subsection (a), nothing in this title affects any rights to water of the Tribe, its members, or the United States, acting as trustee for the Tribe and its members, for land outside the boundaries of the reservation or the off-reservation trust land.

(g) ENTITLEMENTS.—Any entitlement to water of the Tribe, its members, or the United States, acting as trustee for the Tribe and its members, relating to the reservation or off-reservation trust land shall be satisfied from the water resources granted, quantified, confirmed, or recognized with respect to the Tribe, its members, and the United States by the Agreement and this title.

(h) OBJECTION PROHIBITED.—Except as provided in paragraphs (1)(A)(ix) and (2)(F) of subsection (b), the Tribe and the United States, acting as trustee for the Tribe shall not—

(1) object to the use of any well located outside the boundaries of the reservation or the off-reservation trust land in existence on the enforceability date; or

(2) object to, dispute, or challenge after the enforceability date the drilling of any well or the withdrawal and use of water from any well in the Little Colorado River adjudication proceedings, the Gila River adjudication proceedings, or any other judicial or administrative proceeding.

SEC. 310. WHITE MOUNTAIN APACHE TRIBE WATER RIGHTS SETTLEMENT SUBACCOUNT.

(a) ESTABLISHMENT.—There is established in the Lower Colorado River Basin Development Fund a subaccount to be known as the “White Mountain Apache Tribe Water Rights Settlement Subaccount”, consisting of—

H. R. 4783—27

(1) the amounts deposited in the subaccount pursuant to section 312(a); and

(2) such other amounts as are available, including the amounts provided in subparagraph 13.3 of the Agreement.

(b) USE OF FUNDS.—

(1) IN GENERAL.—Subject to paragraph (2), the Secretary shall use amounts from the White Mountain Apache Tribe Water Rights Settlement Subaccount for the planning, design, and construction of the WMAT rural water system, in accordance with section 307(a).

(2) REQUIREMENTS.—In carrying out the activities described in paragraph (1), the Secretary shall use such sums as are necessary from the White Mountain Apache Tribe Water Rights Settlement Subaccount—

(A) to provide the Bureau with amounts sufficient to carry out oversight of the planning, design, and construction of the WMAT rural water system;

(B) to repay to the Treasury (or the United States) any outstanding balance on the loan authorized by the White Mountain Apache Tribe Rural Water System Loan Authorization Act (Public Law 110–390; 122 Stat. 4191), after which repayment, the Tribe shall have no further liability for the balance on that loan; and

(C) to carry out all required environmental compliance activities associated with the planning, design, and construction of the WMAT rural water system.

(c) ISDEAA CONTRACT.—

(1) IN GENERAL.—If the Tribe so requests, the planning, design, and construction of the WMAT rural water system shall be carried out pursuant to the terms of an agreement or agreements entered into under section 307(h).

(2) ENFORCEMENT.—The Secretary may pursue any judicial remedies and carry out any administrative actions that are necessary to enforce an agreement described in paragraph (1) to ensure that amounts in the White Mountain Apache Tribe Water Rights Settlement Subaccount are used in accordance with this section.

(d) PROHIBITION ON PER CAPITA DISTRIBUTIONS.—No amount of the principal, or the interest or income accruing on the principal, of the White Mountain Apache Tribe Water Rights Settlement Subaccount shall be distributed to any member of the Tribe on a per capita basis.

(e) AVAILABILITY OF FUNDS.—

(1) IN GENERAL.—Amounts in the White Mountain Apache Tribe Water Rights Settlement Subaccount shall not be available for expenditure by the Secretary until the enforceability date.

(2) INVESTMENT.—The Secretary shall invest the amounts in the White Mountain Apache Tribe Water Rights Settlement Subaccount in accordance with section 403(f)(4) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(4)).

(3) USE OF INTEREST.—The interest accrued on amounts invested under paragraph (2) shall not be available for expenditure or withdrawal until the enforceability date.

SEC. 311. MISCELLANEOUS PROVISIONS.

(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

H. R. 4783—28

(1) IN GENERAL.—In the case of a civil action described in paragraph (2)—

(A) the United States or the Tribe, or both, may be joined in the civil action; and

(B) any claim by the United States or the Tribe to sovereign immunity from the civil action is waived for the sole purpose of resolving any issue regarding the interpretation or enforcement of this title or the Agreement.

(2) DESCRIPTION OF CIVIL ACTION.—A civil action referred to in paragraph (1) is a civil action filed—

(A) by any party to the Agreement or signatory to an exhibit to the Agreement in a United States or State court that—

(i) relates solely and directly to the interpretation or enforcement of this title or the Agreement; and

(ii) names as a party the United States or the Tribe; or

(B) by a landowner or water user in the Gila River basin or Little Colorado River basin in the State that—

(i) relates solely and directly to the interpretation or enforcement of section 309 of this title and paragraph 12.0 of the Agreement; and

(ii) names as a party the United States or the Tribe.

(b) EFFECT OF TITLE.—Nothing in this title quantifies or otherwise affects any water right or claim or entitlement to water of any Indian tribe, band, or community other than the Tribe.

(c) LIMITATION ON LIABILITY OF UNITED STATES.—

(1) IN GENERAL.—The United States shall have no trust or other obligation—

(A) to monitor, administer, or account for, in any manner, any amount paid to the Tribe by any party to the Agreement other than the United States; or

(B) to review or approve the expenditure of those funds.

(2) INDEMNIFICATION.—The Tribe shall indemnify the United States, and hold the United States harmless, with respect to any claim (including claims for takings or breach of trust) arising out of the receipt or expenditure of funds described in paragraph (1)(A).

(d) APPLICABILITY OF RECLAMATION REFORM ACT.—The Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.) and any other acreage limitation or full-cost pricing provision under Federal law shall not apply to any individual, entity, or land solely on the basis of—

(1) receipt of any benefit under this title;

(2) the execution or performance of the Agreement; or

(3) the use, storage, delivery, lease, or exchange of CAP water.

(e) SECRETARIAL POWER SITES.—The portions of the following named secretarial power site reserves that are located on the Fort Apache Indian Reservation or the San Carlos Apache Reservation, as applicable, shall be transferred and restored into the name of the Tribe or the San Carlos Apache Tribe, respectively:

(1) Lower Black River (T. 3 N., R. 26 E.; T. 3 N., R. 27 E.).

(2) Black River Pumps (T. 2 N., R. 25 E.; T. 2 N., R. 26 E.; T. 3 N., R. 26 E.).

H. R. 4783—29

- (3) Carrizo (T. 4 N., R. 20 E.; T. 4 N., R. 21 E.; T. 4½ N., R. 19 E.; T. 4½ N., R. 20 E.; T. 4½ N., R. 21 E.; T. 5 N., R. 19 E.).
- (4) Knob (T. 5 N., R. 18 E.; T. 5 N., R. 19 E.).
- (5) Walnut Canyon (T. 5 N., R. 17 E.; T. 5 N., R. 18 E.).
- (6) Gleason Flat (T. 4½ N., R. 16 E.; T. 5 N., R. 16 E.).
- (f) NO EFFECT ON FUTURE ALLOCATIONS.—Water received under a lease or exchange of tribal CAP water under this title shall not affect any future allocation or reallocation of CAP water by the Secretary.
- (g) AFTER-ACQUIRED TRUST LAND.—
- (1) REQUIREMENT OF ACT OF CONGRESS.—
- (A) LEGAL TITLE.—Subject to subparagraph (B), after the enforceability date, if the Tribe seeks to have legal title to additional land in the State located outside the exterior boundaries of the reservation taken into trust by the United States for the benefit of the Tribe, the Tribe may do so only pursuant to an Act of Congress specifically authorizing the transfer for the benefit of the Tribe.
- (B) EXCEPTIONS.—Subparagraph (A) shall not apply to—
- (i) the restoration of land to the reservation subsequently and finally determined to be part of the reservation through resolution of any dispute between the Tribe and the United States over the location of the reservation boundary, unless required by Federal law; or
- (ii) off-reservation trust land acquired prior to January 1, 2008.
- (2) WATER RIGHTS.—
- (A) IN GENERAL.—After-acquired trust land that is located outside the reservation shall not include federally reserved rights to surface water or groundwater.
- (B) RESTORED LAND.—Land that is restored to the reservation as the result of the resolution of any reservation boundary dispute between the Tribe and the United States, or any fee simple land within the reservation that is placed into trust, shall have water rights pursuant to section 308(b).
- (3) ACCEPTANCE OF LAND IN TRUST STATUS.—
- (A) IN GENERAL.—If the Tribe acquires legal fee title to land that is located within the exterior boundaries of the reservation, the Secretary shall accept the land in trust status for the benefit of the Tribe in accordance with applicable Federal law (including regulations) for such real estate acquisitions.
- (B) RESERVATION STATUS.—Land held in trust by the Secretary under subparagraph (A), or restored to the reservation as a result of resolution of a boundary dispute between the Tribe and the United States, shall be deemed to be part of the reservation.
- (h) CONFORMING AMENDMENT.—Section 3(b)(2) of the White Mountain Apache Tribe Rural Water System Loan Authorization Act (Public Law 110–390; 122 Stat. 4191) is amended by striking “January 1, 2013” and inserting “May 1, 2021”.

H. R. 4783—30

SEC. 312. FUNDING.

(a) **RURAL WATER SYSTEM.**—

(1) **MANDATORY APPROPRIATIONS.**—Subject to paragraph (2), out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary to carry out the planning, engineering, design, environmental compliance, and construction of the WMAT rural water system \$126,193,000.

(2) **INCLUSIONS.**—The amount made available under paragraph (1) shall include such sums as are necessary, but not to exceed 4 percent of the construction contract costs, for the Bureau to carry out oversight of activities for planning, design, environmental compliance, and construction of the rural water system.

(b) **WMAT SETTLEMENT AND MAINTENANCE FUNDS.**—

(1) **DEFINITION OF FUNDS.**—In this subsection, the term “Funds” means—

(A) the WMAT Settlement Fund established by paragraph (2)(A); and

(B) the WMAT Maintenance Fund established by paragraph (3)(A).

(2) **WMAT SETTLEMENT FUND.**—

(A) **ESTABLISHMENT.**—There is established in the Treasury of the United States a fund to be known as the “WMAT Settlement Fund”, to be administered by the Secretary, consisting of the amounts deposited in the fund under subparagraph (B), together with any interest accrued on those amounts, for use by the Tribe in accordance with subparagraph (C).

(B) **TRANSFERS TO FUND.**—

(i) **IN GENERAL.**—There are authorized to be appropriated to the Secretary for deposit in the WMAT Settlement Fund—

(I) \$78,500,000; and

(II) any additional amounts described in clause (ii), if applicable.

(ii) **AUTHORIZATION OF ADDITIONAL AMOUNTS.**—In accordance with subsection (e)(4)(B), if the WMAT rural water system is conveyed to the Tribe before the date on which the \$35,000,000 described in subsection (e)(2) is completely made available, there is authorized to be appropriated to the Secretary, for deposit in the WMAT Settlement Fund, any remaining amounts that would otherwise have been made available for expenditure from the Cost Overrun Sub-account.

(C) **USE OF FUNDS.**—

(i) **IN GENERAL.**—The Tribe shall use amounts in the WMAT Settlement Fund for any of the following purposes:

(I) Fish production, including hatcheries.

(II) Rehabilitation of recreational lakes and existing irrigation systems.

(III) Water-related economic development projects.

(IV) Protection, restoration, and economic development of forest and watershed health.

H. R. 4783—31

- (ii) EXISTING IRRIGATION SYSTEMS.—Of the amounts deposited in the Fund under subparagraph (B), not less than \$4,950,000 shall be used for the rehabilitation of existing irrigation systems.
- (3) WMAT MAINTENANCE FUND.—
- (A) ESTABLISHMENT.—There is established in the Treasury of the United States a fund to be known as the “WMAT Maintenance Fund”, to be administered by the Secretary, consisting of the amounts deposited in the fund under subparagraph (B), together with any interest accrued on those amounts, for use by the Tribe in accordance with subparagraph (C).
- (B) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$50,000,000 for deposit in the WMAT Maintenance Fund.
- (C) USE OF FUNDS.—The Tribe shall use amounts in the WMAT Maintenance Fund only for the operation, maintenance, and replacement costs associated with the delivery of water through the WMAT rural water system.
- (4) ADMINISTRATION.—The Secretary shall manage the Funds in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), including by investing amounts in the Funds in accordance with—
- (A) the Act of April 1, 1880 (25 U.S.C. 161); and
- (B) the first section of the Act of June 24, 1938 (25 U.S.C. 162a).
- (5) AVAILABILITY OF AMOUNTS FROM FUNDS.—Amounts in the Funds shall be available for expenditure or withdrawal only after the enforceability date and in accordance with subsection (f).
- (6) EXPENDITURE AND WITHDRAWAL.—
- (A) TRIBAL MANAGEMENT PLAN.—
- (i) IN GENERAL.—The Tribe may withdraw all or part of the amounts in the Funds on approval by the Secretary of a tribal management plan, as described in the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).
- (ii) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), a tribal management plan under this subparagraph shall require the Tribe to use any amounts withdrawn from the Funds in accordance with paragraph (2)(C) or (3)(C), as applicable.
- (iii) ENFORCEMENT.—The Secretary may take judicial or administrative action to enforce the provisions of a tribal management plan described in clause (i) to ensure that any amounts withdrawn from the Funds under the tribal management plan are used in accordance with this title and the Agreement.
- (iv) LIABILITY.—If the Tribe exercises the right to withdraw amounts from the Funds, neither the Secretary nor the Secretary of the Treasury shall retain any liability for the expenditure or investment of the amounts.

H. R. 4783—32

(B) EXPENDITURE PLAN.—

(i) IN GENERAL.—The Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the amounts in the Funds that the Tribe does not withdraw under the tribal management plan.

(ii) DESCRIPTION.—The expenditure plan shall describe the manner in which, and the purposes for which, amounts remaining in the Funds will be used.

(iii) APPROVAL.—On receipt of an expenditure plan under clause (i), the Secretary shall approve the plan, if the Secretary determines that the plan is reasonable and consistent with this title and the Agreement.

(iv) ANNUAL REPORT.—For each of the Funds, the Tribe shall submit to the Secretary an annual report that describes all expenditures from the Fund during the year covered by the report.

(C) CERTAIN PER CAPITA DISTRIBUTIONS PROHIBITED.—No amount in the Funds shall be distributed to any member of the Tribe on a per capita basis.

(c) COST INDEXING.—All amounts made available under subsections (a), (b), and (e) shall be adjusted as necessary to reflect the changes since October 1, 2007, in the construction cost indices applicable to the types of construction involved in the construction of the WMAT rural water supply system, the maintenance of the rural water supply system, and the construction or rehabilitation of the other development projects described in subsection (b)(2)(C).

(d) OPERATION, MAINTENANCE, AND REPLACEMENT.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$2,500,000 for the operation, maintenance, and replacement costs of the WMAT rural water system, to remain available until the conditions described in section 307(f) have been met.

(e) COST OVERRUN SUBACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Lower Colorado River Basin Development Fund a subaccount to be known as the “WMAT Cost Overrun Subaccount”, to be administered by the Secretary, consisting of the amounts deposited in the subaccount under paragraph (2), together with any interest accrued on those amounts, for use by the Secretary in accordance with paragraph (4).

(2) MANDATORY APPROPRIATIONS; AUTHORIZATION OF APPROPRIATIONS.—

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$24,000,000 for deposit in the WMAT Cost Overrun Subaccount.

(B) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated for deposit in the WMAT Cost Overrun Subaccount \$11,000,000.

(3) AVAILABILITY OF FUNDS.—

(A) IN GENERAL.—Amounts in the WMAT Cost Overrun Subaccount shall not be available for expenditure by the Secretary until the enforceability date.

(B) INVESTMENT.—The Secretary shall invest the amounts in the WMAT Cost Overrun Subaccount in accordance with section 403(f)(4) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(4)).

H. R. 4783—33

(C) USE OF INTEREST.—The interest accrued on the amounts invested under subparagraph (B) shall not be available for expenditure or withdrawal until the enforceability date.

(4) USE OF COST OVERRUN SUBACCOUNT.—

(A) INITIAL USE.—The Secretary shall use the amounts in the WMAT Cost Overrun Subaccount to complete the WMAT rural water system or to carry out activities relating to the operation, maintenance, or replacement of facilities of the WMAT rural water system, as applicable, if the Secretary determines that the amounts made available under subsections (a) and (d) will be insufficient in the period before title to the WMAT rural water system is conveyed to the Tribe—

- (i) to complete the WMAT rural water system;
- or
- (ii) to operate and maintain the WMAT rural water system.

(B) TRANSFER OF FUNDS.—All unobligated amounts remaining in the Cost Overrun Subaccount on the date on which title to the WMAT rural water system is conveyed to the Tribe shall be—

- (i) returned to the general fund of the Treasury;
- and
- (ii) on an appropriation pursuant to subsection (b)(2)(B)(ii), deposited in the WMAT Settlement Fund and made available to the Tribe for use in accordance with subsection (b)(2)(C).

(f) CONDITIONS.—The amounts made available to the Secretary for deposit in the WMAT Maintenance Fund, together with any interest accrued on those amounts under subsection (b)(3) and any interest accruing on the WMAT Settlement Fund under subsection (b)(2), shall not be available for expenditure or withdrawal until the WMAT rural water system is transferred to the Tribe under section 307(d)(2).

(g) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this title the funds transferred under subsections (a), (b), (d), and (e), without further appropriation, to remain available until expended.

SEC. 313. ANTIDEFICIENCY.

The United States shall not be liable for failure to carry out any obligation or activity authorized to be carried out under this title (including any such obligation or activity under the Agreement) if adequate appropriations are not provided by Congress expressly to carry out the purposes of this title.

SEC. 314. COMPLIANCE WITH ENVIRONMENTAL LAWS.

In implementing the Agreement and carrying out this title, the Secretary shall promptly comply with all applicable requirements of—

- (1) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);
- (2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.);
- (3) all other applicable Federal environmental laws; and
- (4) all regulations promulgated under the laws described in paragraphs (1) through (3).

H. R. 4783—34

TITLE IV—CROW TRIBE WATER RIGHTS SETTLEMENT

SEC. 401. SHORT TITLE.

This title may be cited as the “Crow Tribe Water Rights Settlement Act of 2010”.

SEC. 402. PURPOSES.

The purposes of this title are—

(1) to achieve a fair, equitable, and final settlement of claims to water rights in the State of Montana for—

(A) the Crow Tribe; and

(B) the United States for the benefit of the Tribe and allottees;

(2) to authorize, ratify, and confirm the Crow Tribe-Montana Water Rights Compact entered into by the Tribe and the State of Montana on June 22, 1999;

(3) to authorize and direct the Secretary of the Interior—

(A) to execute the Crow Tribe-Montana Water Rights Compact; and

(B) to take any other action necessary to carry out the Compact in accordance with this title; and

(4) to ensure the availability of funds necessary for the implementation of the Compact and this title.

SEC. 403. DEFINITIONS.

In this title:

(1) ALLOTTEE.—The term “allottee” means any individual who holds a beneficial real property interest in an allotment of Indian land that is—

(A) located within the Reservation or the ceded strip; and

(B) held in trust by the United States.

(2) CEDED STRIP.—The term “ceded strip” means the area identified as the ceded strip on the map included in appendix 5 of the Compact.

(3) CIP OM&R.—The term “CIP OM&R” means—

(A) any recurring or ongoing activity associated with the day-to-day operation of the Crow Irrigation Project;

(B) any activity relating to scheduled or unscheduled maintenance of the Crow Irrigation Project; and

(C) any activity relating to replacement of a feature of the Crow Irrigation Project.

(4) COMPACT.—The term “Compact” means the water rights compact between the Tribe and the State of Montana contained in section 85–20–901 of the Montana Code Annotated (2009) (including any exhibit, part, or amendment to the Compact).

(5) CROW IRRIGATION PROJECT.—

(A) IN GENERAL.—The term “Crow Irrigation Project” means the irrigation project—

(i) authorized by section 31 of the Act of March 3, 1891 (26 Stat. 1040);

(ii) managed by the Secretary (acting through the Bureau of Indian Affairs); and

(iii) consisting of the project units of—

(I) Agency;

H. R. 4783—35

- (II) Bighorn;
- (III) Forty Mile;
- (IV) Lodge Grass #1;
- (V) Lodge Grass #2;
- (VI) Pryor;
- (VII) Reno;
- (VIII) Soap Creek; and
- (IX) Upper Little Horn.

(B) INCLUSION.—The term “Crow Irrigation Project” includes land held in trust by the United States for the Tribe and the allottees in the Bozeman Trail and Two Leggins irrigation districts.

(6) ENFORCEABILITY DATE.—The term “enforceability date” means the date on which the Secretary publishes in the Federal Register the statement of findings described in section 410(e).

(7) FINAL.—The term “final” with reference to approval of the decree described in section 410(e)(1)(A), means—

(A) completion of any direct appeal to the Montana Supreme Court of a decree by the Montana Water Court pursuant to section 85–2–235 of the Montana Code Annotated (2009), including the expiration of time for filing of any such appeal; or

(B) completion of any appeal to the appropriate United States Court of Appeals, including the expiration of time in which a petition for certiorari may be filed in the United States Supreme Court, denial of such petition, or issuance of a final judgment of the United States Supreme Court, whichever occurs last.

(8) FUND.—The term “Fund” means the Crow Settlement Fund established by section 411.

(9) INDIAN TRIBE.—The term “Indian tribe” has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

(10) JOINT STIPULATION OF SETTLEMENT.—The term “joint stipulation of settlement” means the joint stipulation of settlement relating to the civil action styled Crow Tribe of Indians v. Norton, No. 02–284 (D.D.C. 2006).

(11) MR&I SYSTEM.—

(A) IN GENERAL.—The term “MR&I System” means the municipal, rural, and industrial water system of the Reservation, generally described in the document entitled “Crow Indian Reservation Municipal, Rural and Industrial Water System Engineering Report” prepared by DOWL HKM, and dated July 2008 and updated in a status report prepared by DOWL HKM dated December 2009.

(B) INCLUSIONS.—The term “MR&I System” includes—

(i) the raw water intake, water treatment plant, pipelines, storage tanks, pumping stations, pressure-reducing valves, electrical transmission facilities, and other items (including real property and easements necessary to deliver potable water to the Reservation) appurtenant to the system described in subparagraph (A); and

(ii) in descending order of construction priority—

- (I) the Bighorn River Valley Subsystem;
- (II) the Little Bighorn River Valley Subsystem;

and

H. R. 4783—36

(III) Pryor Extension.

(12) MR&I SYSTEM OM&R.—The term “MR&I System OM&R” means—

(A) any recurring or ongoing activity associated with the day-to-day operation of the MR&I System;

(B) any activity relating to scheduled or unscheduled maintenance of the MR&I System; and

(C) any activity relating to replacement of project features of the MR&I System.

(13) RESERVATION.—The term “Reservation” means the area identified as the Reservation on the map in appendix 4 of the Compact.

(14) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(15) TRIBAL COMPACT ADMINISTRATION.—The term “Tribal Compact Administration” means any activity relating to—

(A) the development or enactment by the Tribe of the tribal water code;

(B) establishment by the Tribe of a water resources department; and

(C) the operation by the Tribe of that water resources department (or a successor agency) during the 10-year period beginning on the date of establishment of the department.

(16) TRIBAL WATER CODE.—The term “tribal water code” means a water code adopted by the Tribe in accordance with section 407(f).

(17) TRIBAL WATER RIGHTS.—The term “tribal water rights” means—

(A) the water rights of the Tribe described in article III of the Compact; and

(B) the water rights provided to the Tribe under section 408.

(18) TRIBE.—The term “Tribe” means the Crow Tribe of Indians of the State of Montana on behalf of itself and its members (but not its members in their capacities as allottees).

SEC. 404. RATIFICATION OF COMPACT.

(a) RATIFICATION OF COMPACT.—

(1) IN GENERAL.—Except as modified by this title, and to the extent the Compact does not conflict with this title, the Compact is authorized, ratified, and confirmed.

(2) AMENDMENTS TO COMPACT.—If amendments are executed to make the Compact consistent with this title, those amendments are also authorized, ratified, and confirmed to the extent such amendments are consistent with this title.

(b) EXECUTION OF COMPACT.—

(1) IN GENERAL.—To the extent that the Compact does not conflict with this title, the Secretary is directed to and shall promptly execute the Compact, including all exhibits to or parts of the Compact requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this title precludes the Secretary from approving modifications to appendices or exhibits to the Compact not inconsistent with this title, to

H. R. 4783—37

the extent such modifications do not otherwise require Congressional approval pursuant to section 2116 of the Revised Statutes (25 U.S.C. 177) or other applicable Federal law.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Compact, the Secretary shall promptly comply with all applicable aspects of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), and all other applicable environmental Acts and regulations.

(2) EXECUTION OF THE COMPACT.—

(A) IN GENERAL.—Execution of the Compact by the Secretary under this section shall not constitute a major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(B) COMPLIANCE.—The Secretary shall carry out all Federal compliance activities necessary to implement the Compact.

SEC. 405. REHABILITATION AND IMPROVEMENT OF CROW IRRIGATION PROJECT.

(a) IN GENERAL.—Notwithstanding any other provision of law, and without altering applicable law (including regulations) under which the Bureau of Indian Affairs collects assessments and carries out CIP OM&R, other than the rehabilitation and improvement carried out under this section, the Secretary, acting through the Commissioner of Reclamation, shall carry out such activities as are necessary to rehabilitate and improve the water diversion and delivery features of the Crow Irrigation Project, in accordance with an agreement to be negotiated between the Secretary and the Tribe.

(b) LEAD AGENCY.—The Bureau of Reclamation shall serve as the lead agency with respect to any activity to rehabilitate or improve the water diversion or delivery features of the Crow Irrigation Project.

(c) SCOPE.—

(1) IN GENERAL.—The scope of the rehabilitation and improvement under this section shall be as generally described in the document entitled “Engineering Evaluation of Existing Conditions, Crow Agency Rehabilitation Study” prepared by DOWL HKM, and dated August 2007 and updated in a status report dated December 2009 by DOWL HKM, on the condition that prior to beginning construction activities, the Secretary shall review the design of the proposed rehabilitation or improvement and perform value engineering analyses.

(2) NEGOTIATION WITH TRIBE.—On the basis of the review described in paragraph (1), the Secretary shall negotiate with the Tribe appropriate changes to the final design so that the final design meets applicable industry standards, as well as changes, if any, that would improve the cost-effectiveness of the delivery of irrigation water and take into consideration the equitable distribution of water to allottees.

(d) NONREIMBURSABILITY OF COSTS.—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

(e) FUNDING.—The total amount of obligations incurred by the Secretary in carrying out this section shall not exceed \$131,843,000, except that the total amount of \$131,843,000 shall be increased

H. R. 4783—38

or decreased, as appropriate, based on ordinary fluctuations from May 1, 2008, in construction cost indices applicable to the types of construction involved in the rehabilitation and improvement.

(f) TRIBAL IMPLEMENTATION AGREEMENT.—

(1) IN GENERAL.—At the request of the Tribe, in accordance with applicable Federal law, the Secretary shall enter into 1 or more agreements with the Tribe to implement the provisions of this section by which the Tribe shall plan, design, and construct any or all of the rehabilitation and improvement required by this section.

(2) OVERSIGHT COSTS.—The Bureau of Reclamation and the Tribe shall negotiate the cost of any oversight activities carried out by the Bureau of Reclamation for each agreement under this section, provided that the total cost for that oversight shall not exceed 4 percent of the total project costs.

(g) ACQUISITION OF LAND.—

(1) TRIBAL EASEMENTS AND RIGHTS-OF-WAY.—

(A) IN GENERAL.—Upon request, and in partial consideration for the funding provided under section 414(a), the Tribe shall consent to the grant of such easements and rights-of-way over tribal land as may be necessary for the rehabilitation and improvement of the Crow Irrigation Project authorized by this section at no cost to the United States.

(B) JURISDICTION.—The Tribe shall retain criminal and civil jurisdiction over any lands that were subject to tribal jurisdiction prior to the granting of an easement or right-of-way in connection with the rehabilitation and improvement of the Crow Irrigation Project.

(2) USER EASEMENTS AND RIGHTS-OF-WAY.—In partial consideration of the rehabilitation and improvement of the Crow Irrigation Project authorized by this section and as a condition of continued service from the Crow Irrigation Project after the enforceability date, any water user of the Crow Irrigation Project shall consent to the grant of such easements and rights-of-way as may be necessary for the rehabilitation and improvements authorized under this section at no cost to the Secretary.

(3) LAND ACQUIRED BY THE UNITED STATES.—Land acquired by the United States in connection with rehabilitation and improvement of the Crow Irrigation Project authorized by this section shall be held in trust by the United States on behalf of the Tribe as part of the Reservation of the Tribe.

(h) PROJECT MANAGEMENT COMMITTEE.—The Secretary shall facilitate the formation of a project management committee composed of representatives from the Bureau of Reclamation, the Bureau of Indian Affairs, and the Tribe—

(1) to review cost factors and budgets for construction, operation, and maintenance activities relating to the Crow Irrigation Project;

(2) to improve management of inherently governmental activities through enhanced communication; and

(3) to seek additional ways to reduce overall costs for the rehabilitation and improvement of the Crow Irrigation Project.

H. R. 4783—39

SEC. 406. DESIGN AND CONSTRUCTION OF MR&I SYSTEM.

(a) **IN GENERAL.**—The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the water diversion and delivery features of the MR&I System, in accordance with 1 or more agreements between the Secretary and the Tribe.

(b) **LEAD AGENCY.**—The Bureau of Reclamation shall serve as the lead agency with respect to any activity to design and construct the water diversion and delivery features of the MR&I System.

(c) **SCOPE.**—

(1) **IN GENERAL.**—The scope of the design and construction under this section shall be as generally described in the document entitled “Crow Indian Reservation Municipal, Rural and Industrial Water System Engineering Report” prepared by DOWL HKM, and dated July 2008 and updated in a status report dated December 2009 by DOWL HKM, on the condition that prior to beginning construction activities, the Secretary shall review the design of the proposed MR&I System and perform value engineering analyses.

(2) **NEGOTIATION WITH TRIBE.**—On the basis of the review described in paragraph (1), the Secretary shall negotiate with the Tribe appropriate changes to the final design so that the final design meets applicable industry standards, as well as changes, if any, that would improve the cost-effectiveness of the delivery of MR&I System water and take into consideration the equitable distribution of water to allottees.

(d) **NONREIMBURSABILITY OF COSTS.**—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

(e) **FUNDING.**—The total amount of obligations incurred by the Secretary in carrying out this section shall not exceed \$246,381,000, except that the total amount of \$246,381,000 shall be increased or decreased, as appropriate, based on ordinary fluctuations from May 1, 2008, in construction cost indices applicable to the types of construction involved in the design and construction of the MR&I System.

(f) **TRIBAL IMPLEMENTATION AGREEMENT.**—

(1) **IN GENERAL.**—At the request of the Tribe, in accordance with applicable Federal law, the Secretary shall enter into 1 or more agreements with the Tribe to implement the provisions of this section by which the Tribe shall plan, design, and construct any or all of the rehabilitation and improvement required by this section.

(2) **OVERSIGHT COSTS.**—The Bureau of Reclamation and the Tribe shall negotiate the cost of any oversight activities carried out by the Bureau of Reclamation for each agreement under this section, provided that the total cost for that oversight shall not exceed 4 percent of the total project costs.

(g) **ACQUISITION OF LAND.**—

(1) **TRIBAL EASEMENTS AND RIGHTS-OF-WAY.**—

(A) **IN GENERAL.**—Upon request, and in partial consideration for the funding provided under section 414(b), the Tribe shall consent to the grant of such easements and rights-of-way over tribal land as may be necessary for the construction of the MR&I System authorized by this section at no cost to the United States.

(B) **JURISDICTION.**—The Tribe shall retain criminal and civil jurisdiction over any lands that were subject to tribal

H. R. 4783—40

jurisdiction prior to the granting of an easement or right-of-way in connection with the construction of the MR&I System.

(2) LAND ACQUIRED BY THE UNITED STATES.—Land acquired by the United States in connection with the construction of the MR&I System authorized by this section shall be held in trust by the United States on behalf of the Tribe as part of the Reservation of the Tribe.

(h) CONVEYANCE OF TITLE TO MR&I SYSTEM FACILITIES.—

(1) IN GENERAL.—The Secretary shall convey title to each MR&I System facility or section of a MR&I System facility authorized under subsection (a) to the Tribe after completion of construction of a MR&I System facility or a section of a MR&I System facility that is operating and delivering water.

(2) LIABILITY.—

(A) IN GENERAL.—Effective on the date of the conveyance authorized by this subsection, the United States shall not be held liable by any court for damages of any kind arising out of any act, omission, or occurrence relating to the land, buildings, or facilities conveyed under this subsection, other than damages caused by acts of negligence committed by the United States, or by employees or agents of the United States, prior to the date of conveyance.

(B) TORT CLAIMS.—Nothing in this section increases the liability of the United States beyond the liability provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

(3) NOTICE OF PROPOSED CONVEYANCE.—Not later than 45 days before the date of a proposed conveyance of title to any MR&I System facility, the Secretary shall submit to the Committee on Natural Resources of the House of Representatives and to the Committee on Energy and Natural Resources of the Senate notice of the conveyance of each such MR&I System facility or section of a MR&I System facility.

(4) MR&I SYSTEM OM&R OBLIGATION OF THE FEDERAL GOVERNMENT AFTER CONVEYANCE.—The Federal Government shall have no obligation to pay for the operation, maintenance, or replacement costs of the MR&I System beginning on the date on which—

(A) title to any MR&I System facility or section of a MR&I System facility under this subsection is conveyed to the Tribe; and

(B) the amounts required to be deposited in the MR&I System OM&R Account pursuant to section 411 have been deposited in that account.

(i) AUTHORITY OF TRIBE.—Upon transfer of title to the MR&I System or any section of a MR&I System facility to the Tribe in accordance with subsection (h), the Tribe is authorized to collect water use charges from customers of the MR&I System to cover—

(1) MR&I System OM&R costs; and

(2) any other costs relating to the construction and operation of the MR&I System.

(j) ALIENATION AND TAXATION.—Conveyance of title to the Tribe pursuant to subsection (h) does not waive or alter any applicable Federal law prohibiting alienation or taxation of the MR&I System or the underlying Reservation land.

H. R. 4783—41

(k) TECHNICAL ASSISTANCE.—The Secretary shall provide technical assistance to prepare the Tribe for operation of the MR&I System, including operation and management training.

(l) PROJECT MANAGEMENT COMMITTEE.—The Secretary shall facilitate the formation of a project management committee composed of representatives from the Bureau of Reclamation, the Bureau of Indian Affairs, and the Tribe—

(1) to review cost factors and budgets for construction, operation and maintenance activities for the MR&I System;

(2) to improve management of inherently governmental activities through enhanced communication; and

(3) to seek additional ways to reduce overall costs for the MR&I System.

(m) NON-FEDERAL CONTRIBUTION.—

(1) IN GENERAL.—Prior to completion of the final design of the MR&I System required by subsection (c), the Secretary shall consult with the Tribe, the State of Montana, and other affected non-Federal parties to discuss the possibility of receiving non-Federal contributions to the cost of the MR&I System.

(2) NEGOTIATIONS.—If, based on the extent to which non-Federal parties are expected to use the MR&I System, a non-Federal contribution to the MR&I System is determined by the parties described in paragraph (1) to be appropriate, the Secretary shall initiate negotiations for an agreement on the means by which such contributions may be provided.

SEC. 407. TRIBAL WATER RIGHTS.

(a) INTENT OF CONGRESS.—It is the intent of Congress to provide to each allottee benefits that are equivalent to or exceed the benefits allottees possess as of the date of enactment of this Act, taking into consideration—

(1) the potential risks, cost, and time delay associated with litigation that would be resolved by the Compact and this title;

(2) the availability of funding under this title and from other sources;

(3) the availability of water from the tribal water rights; and

(4) the applicability of section 7 of the Act of February 8, 1887 (25 U.S.C. 381) and this title to protect the interests of allottees.

(b) CONFIRMATION OF TRIBAL WATER RIGHTS.—

(1) IN GENERAL.—The tribal water rights are ratified, confirmed, and declared to be valid.

(2) USE.—Use of the tribal water rights shall be subject to the terms and conditions established by the Compact.

(c) HOLDING IN TRUST.—The tribal water rights—

(1) shall be held in trust by the United States for the use and benefit of the Tribe and the allottees in accordance with this section; and

(2) shall not be subject to forfeiture or abandonment.

(d) ALLOTTEES.—

(1) APPLICABILITY OF ACT OF FEBRUARY 8, 1887.—The provisions of section 7 of the Act of February 8, 1887 (25 U.S.C. 381), relating to the use of water for irrigation purposes shall apply to the tribal water rights.

H. R. 4783—42

(2) ENTITLEMENT TO WATER.—Any entitlement to water of an allottee under Federal law shall be satisfied from the tribal water rights.

(3) ALLOCATIONS.—Allottees shall be entitled to a just and equitable allocation of water for irrigation purposes.

(4) EXHAUSTION OF REMEDIES.—Before asserting any claim against the United States under section 7 of the Act of February 8, 1887 (25 U.S.C. 381), or any other applicable law, an allottee shall exhaust remedies available under the tribal water code or other applicable tribal law.

(5) CLAIMS.—Following exhaustion of remedies available under the tribal water code or other applicable tribal law, an allottee may seek relief under section 7 of the Act of February 8, 1887 (25 U.S.C. 381), or other applicable law.

(6) AUTHORITY.—The Secretary shall have the authority to protect the rights of allottees as specified in this section.

(e) AUTHORITY OF TRIBE.—

(1) IN GENERAL.—Except as provided in paragraph (2), the Tribe shall have authority to allocate, distribute, and lease the tribal water rights—

(A) in accordance with the Compact; and

(B) subject to approval of the Secretary of the tribal water code under subsection (f)(3)(B).

(2) LEASES BY ALLOTTEES.—Notwithstanding paragraph (1), an allottee may lease any interest in land held by the allottee, together with any water right determined to be appurtenant to the interest in land.

(f) TRIBAL WATER CODE.—

(1) IN GENERAL.—Notwithstanding the time period set forth in article IV(A)(2)(b) of the Compact, not later than 3 years after the date on which the Tribe ratifies the Compact as set forth in section 410(e)(1)(E), the Tribe shall enact a tribal water code, that provides for—

(A) the management, regulation, and governance of all uses of the tribal water rights in accordance with the Compact; and

(B) establishment by the Tribe of conditions, permit requirements, and other limitations relating to the storage, recovery, and use of the tribal water rights in accordance with the Compact.

(2) INCLUSIONS.—Subject to the approval of the Secretary, the tribal water code shall provide that—

(A) tribal allocations of water to allottees shall be satisfied with water from the tribal water rights;

(B) charges for delivery of water for irrigation purposes for allottees shall be assessed on a just and equitable basis;

(C) there is a process by which an allottee may request that the Tribe provide water for irrigation use in accordance with this title;

(D) there is a due process system for the consideration and determination by the Tribe of any request by an allottee, or any successor in interest to an allottee, for an allocation of such water for irrigation purposes on allotted land, including a process for—

(i) appeal and adjudication of any denied or disputed distribution of water; and

H. R. 4783—43

(ii) resolution of any contested administrative decision; and

(E) there is a requirement that any allottee with a claim relating to the enforcement of rights of the allottee under the tribal water code or relating to the amount of water allocated to land of the allottee must first exhaust remedies available to the allottee under tribal law and the tribal water code before initiating an action against the United States or petitioning the Secretary pursuant to subsection (d)(6).

(3) ACTION BY SECRETARY.—

(A) IN GENERAL.—The Secretary shall administer the tribal water rights until the tribal water code is enacted in accordance with paragraph (1) and those provisions requiring approval pursuant to paragraph (2).

(B) APPROVAL.—The tribal water code shall not be valid unless—

(i) the provisions of the tribal water code required by paragraph (2) are approved by the Secretary; and

(ii) each amendment to the tribal water code that affects a right of an allottee is approved by the Secretary.

(C) APPROVAL PERIOD.—The Secretary shall approve or disapprove the tribal water code within a reasonable period of time after the date on which the Tribe submits it to the Secretary.

(g) EFFECT.—Except as otherwise specifically provided in this section, nothing in this title—

(1) authorizes any action by an allottee against any individual or entity, or against the Tribe, under Federal, State, tribal, or local law; or

(2) alters or affects the status of any action pursuant to section 1491(a) of title 28, United States Code.

SEC. 408. STORAGE ALLOCATION FROM BIGHORN LAKE.

(a) STORAGE ALLOCATION TO TRIBE.—

(1) IN GENERAL.—As described in and subject to article III(A)(1)(b) of the Compact, the Secretary shall allocate to the Tribe 300,000 acre-feet per year of water stored in Bighorn Lake, Yellowtail Unit, Lower Bighorn Division, Pick Sloan Missouri Basin Program, Montana, under a water right held by the United States and managed by the Bureau of Reclamation, as measured at the outlet works of Yellowtail Dam, including—

(A) not more than 150,000 acre-feet per year of the allocation, which may be used in addition to the natural flow right described in article III(A)(1)(a) of the Compact; and

(B) 150,000 acre-feet per year of the allocation, which may be used only as supplemental water for the natural flow right described in article III(A)(1)(a) of the Compact for use in times of natural flow shortage.

(2) TREATMENT.—

(A) IN GENERAL.—The allocation under paragraph (1) shall be considered to be part of the tribal water rights.

(B) PRIORITY DATE.—The priority date of the allocation under paragraph (1) shall be the priority date of the water right held by the Bureau of Reclamation.

H. R. 4783—44

(C) ADMINISTRATION.—

(i) IN GENERAL.—The Tribe shall administer the water allocated under paragraph (1) in accordance with the Compact.

(ii) TEMPORARY TRANSFER.—In accordance with subsection (c), the Tribe may temporarily transfer by service contract, lease, exchange, or other agreement, not more than 50,000 acre-feet of water allocated under paragraph (1)(A) off the Reservation, subject to the approval of the Secretary and the requirements of the Compact.

(b) ALLOCATION AGREEMENT.—

(1) IN GENERAL.—As a condition of receiving an allocation under this section, the Tribe shall enter into an allocation agreement with the Secretary to establish the terms and conditions of the allocation, in accordance with the terms and conditions of the Compact and this title.

(2) INCLUSIONS.—The allocation agreement under paragraph (1) shall include, among other things, a provision that—

(A) the agreement is without limit as to term;

(B) the Tribe, and not the United States, shall be entitled to all consideration due to the Tribe under any lease, contract, or agreement the Tribe may enter into pursuant to the authority in subsection (c);

(C) the United States shall have no trust obligation or other obligation to monitor, administer, or account for—

(i) any funds received by the Tribe as consideration under any lease, contract, or agreement the Tribe may enter into pursuant to the authority in subsection (c); or

(ii) the expenditure of such funds;

(D) if the facilities at Yellowtail Dam are significantly reduced or are anticipated to be significantly reduced for an extended period of time, the Tribe shall have the same storage rights as other storage contractors with respect to the allocation under this section;

(E) the costs associated with the construction of the storage facilities at Yellowtail Dam allocable to the Tribe—

(i) shall be nonreimbursable; and

(ii) shall be excluded from any repayment obligation of the Tribe;

(F) no water service capital charges shall be due or payable for any water allocated to the Tribe pursuant to this title and the allocation agreement, regardless of whether that water is delivered for use by the Tribe or is delivered under any leases, contracts, or agreements the Tribe may enter into pursuant to the authority in subsection (c);

(G) the Tribe shall not be required to make payments to the United States for any water allocated to the Tribe pursuant to this title and the allocation agreement except for each acre-foot of stored water leased or sold for industrial purposes; and

(H) for each acre-foot of stored water leased or sold by the Tribe for industrial purposes—

(i) the Tribe shall pay annually to the United States an amount to cover the proportionate share

H. R. 4783—45

of the annual operation, maintenance, and replacement costs for the Yellowtail Unit allocable to the amount of water for industrial purposes leased or sold by the Tribe; and

(ii) the annual payments of the Tribe shall be reviewed and adjusted, as appropriate, to reflect the actual operation, maintenance, and replacement costs for the Yellowtail Unit.

(c) TEMPORARY TRANSFER FOR USE OFF RESERVATION.—

(1) IN GENERAL.—Notwithstanding any other provision of statutory or common law and subject to paragraph (2), on approval of the Secretary and subject to the terms and conditions of the Compact, the Tribe may enter into a service contract, lease, exchange, or other agreement providing for the temporary delivery, use, or transfer of not more than 50,000 acre-feet per year of water allocated under subsection (a)(1)(A) for use off the Reservation.

(2) REQUIREMENT.—An agreement under paragraph (1) shall not permanently alienate any portion of the water allocated under subsection (a)(1)(A).

(d) REMAINING STORAGE.—

(1) IN GENERAL.—As of the date of enactment of this Act, water in Bighorn Lake shall be considered to be fully allocated and no further storage allocations shall be made by the Secretary.

(2) EFFECT OF SUBSECTION.—Nothing in this subsection prevents the Secretary from—

(A) renewing the storage contract with Pennsylvania Power and Light Company consistent with the allocation to Pennsylvania Power and Light Company in existence on the date of enactment of this Act; or

(B) entering into future agreements with either the Northern Cheyenne Tribe or the Crow Tribe facilitating either tribe's use of its respective allocation of water from Bighorn Lake.

SEC. 409. SATISFACTION OF CLAIMS.

(a) IN GENERAL.—

(1) SATISFACTION OF TRIBAL CLAIMS.—The benefits realized by the Tribe under this title shall be in complete replacement of and substitution for, and full satisfaction of, all claims of the Tribe against the United States under paragraphs (1) and (3) of section 410(a).

(2) SATISFACTION OF ALLOTTEE CLAIMS.—The benefits realized by the allottees under this title shall be in complete replacement of and substitution for, and full satisfaction of—

(A) all claims waived and released under section 410(a)(2); and

(B) any claims of the allottees against the United States that the allottees have or could have asserted that are similar in nature to those described in section 410(a)(3).

(b) SATISFACTION OF CLAIMS RELATING TO CROW IRRIGATION PROJECT.—

(1) IN GENERAL.—Subject to paragraph (3), the funds made available under subsections (a) and (f) of section 414 shall be used to satisfy any claim of the Tribe or the allottees with respect to the appropriation of funds for the rehabilitation,

H. R. 4783—46

expansion, improvement, repair, operation, or maintenance of the Crow Irrigation Project.

(2) **SATISFACTION OF CLAIMS.**—Upon complete transfer of the funds described in subsections (a) and (f) of section 414 any claim of the Tribe or the allottees with respect to the transfer of funds for the rehabilitation, expansion, improvement, repair, operation, or maintenance of the Crow Irrigation Project shall be deemed to have been satisfied.

(3) **EFFECT.**—Except as provided in section 405, nothing in this title affects any applicable law (including regulations) under which the United States collects irrigation assessments from—

(A) non-Indian users of the Crow Irrigation Project; and

(B) the Tribe, tribal entities and instrumentalities, tribal members, allottees, and entities owned by the Tribe, tribal members, or allottees, to the extent that annual irrigation assessments on such tribal water users exceed the amount of funds available under section 411(e)(3)(D) for costs relating to CIP OM&R.

(c) **NO RECOGNITION OF WATER RIGHTS.**—Notwithstanding subsection (a) and except as provided in section 407, nothing in this title recognizes or establishes any right of a member of the Tribe or an allottee to water within the Reservation or the ceded strip.

SEC. 410. WAIVERS AND RELEASES OF CLAIMS.

(a) **IN GENERAL.**—

(1) **WAIVER AND RELEASE OF CLAIMS BY THE TRIBE AND THE UNITED STATES ACTING IN ITS CAPACITY AS TRUSTEE FOR THE TRIBE.**—Subject to the retention of rights set forth in subsection (c), in return for recognition of the tribal water rights and other benefits as set forth in the Compact and this title, the Tribe, on behalf of itself and the members of the Tribe (but not tribal members in their capacities as allottees), and the United States, acting as trustee for the Tribe and the members of the Tribe (but not tribal members in their capacities as allottees), are authorized and directed to execute a waiver and release of all claims for water rights within the State of Montana that the Tribe, or the United States acting as trustee for the Tribe, asserted, or could have asserted, in any proceeding, including the State of Montana stream adjudication, prior to and including the enforceability date, except to the extent that such rights are recognized in the Compact or this title.

(2) **WAIVER AND RELEASE OF CLAIMS BY THE UNITED STATES ACTING IN ITS CAPACITY AS TRUSTEE FOR ALLOTTEES.**—Subject to the retention of rights set forth in subsection (c), in return for recognition of the water rights of the Tribe and other benefits as set forth in the Compact and this title, the United States, acting as trustee for allottees, is authorized and directed to execute a waiver and release of all claims for water rights within the Reservation and the ceded strip that the United States, acting as trustee for the allottees, asserted, or could have asserted, in any proceeding, including the State of Montana stream adjudication, prior to and including the enforceability date, except to the extent that such rights are recognized in the Compact or this title.

H. R. 4783—47

(3) WAIVER AND RELEASE OF CLAIMS BY THE TRIBE AGAINST THE UNITED STATES.—Subject to the retention of rights set forth in subsection (c), the Tribe, on behalf of itself and the members of the Tribe (but not Tribal members in their capacities as allottees), is authorized to execute a waiver and release of—

(A) all claims against the United States, including the agencies and employees of the United States, relating to claims for water rights within the State of Montana that the United States, acting as trustee for the Tribe, asserted, or could have asserted, in any proceeding, including the State of Montana stream adjudication, except to the extent that such rights are recognized as tribal water rights in this title, including all claims relating in any manner to the claims reserved against the United States or agencies or employees of the United States in section 4(e) of the joint stipulation of settlement;

(B) all claims against the United States, including the agencies and employees of the United States, relating to damages, losses, or injuries to water, water rights, land, or natural resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion or taking of water, or claims relating to failure to protect, acquire, replace, or develop water, water rights, or water infrastructure) within the State of Montana that first accrued at any time prior to and including the enforceability date, including all claims relating to the failure to establish or provide a municipal rural or industrial water delivery system on the Reservation and all claims relating to the failure to provide for, operate, or maintain the Crow Irrigation Project, or any other irrigation system or irrigation project on the Reservation;

(C) all claims against the United States, including the agencies and employees of the United States, relating to the pending litigation of claims relating to the water rights of the Tribe in the State of Montana;

(D) all claims against the United States, including the agencies and employees of the United States, relating to the negotiation, execution, or the adoption of the Compact (including exhibits) or this title;

(E) subject to the retention of rights set forth in subsection (c), all claims for monetary damages against the United States that first accrued at any time prior to and including the enforceability date with respect to—

(i) the failure to recognize or enforce the claim of the Tribe of title to land created by the movement of the Bighorn River; and

(ii) the failure to make productive use of that land created by the movement of the Bighorn River to which the Tribe has claimed title;

(F) all claims against the United States that first accrued at any time prior to and including the enforceability date arising from the taking or acquisition of the land of the Tribe or resources for the construction of the Yellowtail Dam;

H. R. 4783—48

(G) all claims against the United States that first accrued at any time prior to and including the enforceability date relating to the construction and operation of Yellowtail Dam and the management of Bighorn Lake; and

(H) all claims that first accrued at any time prior to and including the enforceability date relating to the generation, or the lack thereof, of power from Yellowtail Dam.

(b) EFFECTIVENESS OF WAIVERS AND RELEASES.—The waivers under subsection (a) shall take effect on the enforceability date.

(c) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—Notwithstanding the waivers and releases authorized in this title, the Tribe on behalf of itself and the members of the Tribe and the United States, acting as trustee for the Tribe and allottees, retain—

(1) all claims for enforcement of the Compact, any final decree, or this title;

(2) all rights to use and protect water rights acquired after the date of enactment of this Act;

(3) all claims relating to activities affecting the quality of water, including any claims the Tribe may have under—

(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), including for damages to natural resources;

(B) the Safe Drinking Water Act (42 U.S.C. 300f et seq.);

(C) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); and

(D) any regulations implementing the Acts described in subparagraphs (A) through (C);

(4) all claims relating to damages, losses, or injuries to land or natural resources not due to loss of water or water rights (including hunting, fishing, gathering, or cultural rights);

(5) all rights, remedies, privileges, immunities, and powers not specifically waived and released pursuant to this title or article VII(E) of the Compact;

(6) all claims against any person or entity other than the United States, including claims for monetary damages, with respect to—

(A) the claim of the Tribe of title to land created by the movement of the Bighorn River; and

(B) the productive use of that land created by the movement of the Bighorn River to which the Tribe has claimed title; and

(7) all claims that first accrued after the enforceability date with respect to claims otherwise waived in accordance with subparagraphs (B) and (E) through (H) of subsection (a)(3).

(d) EFFECT OF COMPACT AND TITLE.—Nothing in the Compact or this title—

(1) affects the ability of the United States, acting as sovereign, to take actions authorized by law, including any laws relating to health, safety, or the environment, including—

(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.);

H. R. 4783—49

(B) the Safe Drinking Water Act (42 U.S.C. 300f et seq.);

(C) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); and

(D) any regulations implementing the Acts described in subparagraphs (A) through (C);

(2) affects the ability of the United States to take actions acting as trustee for any other Indian tribe or allottee of any other Indian tribe;

(3) confers jurisdiction on any State court—

(A) to interpret Federal law regarding health, safety, or the environment;

(B) to determine the duties of the United States or other parties pursuant to Federal law regarding health, safety, or the environment; or

(C) to conduct judicial review of Federal agency action;

(4) waives any claim of a member of the Tribe in an individual capacity that does not derive from a right of the Tribe; or

(5) revives any claims waived by the Tribe in the joint stipulation of settlement.

(e) ENFORCEABILITY DATE.—

(1) IN GENERAL.—The enforceability date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that—

(A)(i) the Montana Water Court has issued a final judgment and decree approving the Compact; or

(ii) if the Montana Water Court is found to lack jurisdiction, the district court of jurisdiction has approved the Compact as a consent decree and such approval is final;

(B) all of the funds made available under subsections (c) through (f) of section 414 have been deposited in the Fund;

(C) the Secretary has executed the agreements with the Tribe required by sections 405(a) and 406(a);

(D) the State of Montana has appropriated and paid into an interest-bearing escrow account any payments due as of the date of enactment of this Act to the Tribe under the Compact;

(E)(i) the Tribe has ratified the Compact by submitting this title and the Compact to a vote by the tribal membership for approval or disapproval; and

(ii) the tribal membership has voted to approve this title and the Compact by a majority of votes cast on the day of the vote, as certified by the Secretary and the Tribe;

(F) the Secretary has fulfilled the requirements of section 408(a); and

(G) the waivers and releases authorized and set forth in subsection (a) have been executed by the Tribe and the Secretary.

(f) TOLLING OF CLAIMS.—

(1) IN GENERAL.—Each applicable period of limitation and time-based equitable defense relating to a claim described in this section shall be tolled for the period beginning on the date of enactment of this Act and ending on the date on which

H. R. 4783—50

the amounts made available to carry out this title are transferred to the Secretary.

(2) EFFECT OF SUBSECTION.—Nothing in this subsection revives any claim or tolls any period of limitation or time-based equitable defense that expired before the date of enactment of this Act.

(g) EXPIRATION AND TOLLING.—In the event that all appropriations authorized by this Act have not been made available to the Secretary by June 30, 2030—

(1) the waivers authorized in this section shall expire and be of no further force or effect; and

(2) all statutes of limitations applicable to any claim otherwise waived shall be tolled until June 30, 2030.

(h) VOIDING OF WAIVERS.—If the waivers pursuant to this section are void under subsection (g)—

(1) the United States' approval of the Compact under section 404 shall no longer be effective;

(2) any unexpended Federal funds appropriated or made available to carry out the activities authorized in this Act, together with any interest earned on those funds, and any water rights or contracts to use water and title to other property acquired or constructed with Federal funds appropriated or made available to carry out the activities authorized in this Act shall be returned to the Federal Government, unless otherwise agreed to by the Tribe and the United States and approved by Congress; and

(3) except for Federal funds used to acquire or develop property that is returned to the Federal Government under paragraph (2), the United States shall be entitled to set off any Federal funds appropriated or made available to carry out the activities authorized in this Act that were expended or withdrawn, together with any interest accrued, against any claims against the United States relating to water rights in the State of Montana asserted by the Tribe or in any future settlement of the water rights of the Crow Tribe.

SEC. 411. CROW SETTLEMENT FUND.

(a) ESTABLISHMENT.—There is established in the Treasury of the United States a fund to be known as “the Crow Settlement Fund”, to be administered by the Secretary for the purpose of carrying out this title.

(b) TRANSFERS TO FUND.—The Fund shall consist of such amounts as are deposited in the Fund under subsections (c) through (h) of section 414.

(c) ACCOUNTS OF CROW SETTLEMENT FUND.—The Secretary shall establish in the Fund the following accounts:

(1) The Tribal Compact Administration account, consisting of amounts made available pursuant to section 414(c).

(2) The Energy Development Projects account, consisting of amounts made available pursuant to section 414(d).

(3) The MR&I System OM&R Account, consisting of amounts made available pursuant to section 414(e).

(4) The CIP OM&R Account, consisting of amounts made available pursuant to section 414(f).

(d) DEPOSITS TO CROW SETTLEMENT FUND.—

H. R. 4783—51

(1) IN GENERAL.—The Secretary of the Treasury shall promptly deposit in the Fund any amounts appropriated for that purpose.

(2) PRIORITY OF DEPOSITS TO ACCOUNTS.—Of the amounts appropriated for deposit in the Fund, the Secretary of the Treasury shall deposit amounts in the accounts listed in subsection (c)—

(A) in full; and

(B) in the order listed in subsection (c).

(e) MANAGEMENT.—

(1) IN GENERAL.—The Secretary shall manage the Fund, make investments from the Fund, and make amounts available from the Fund for distribution to the Tribe consistent with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(2) INVESTMENT OF CROW SETTLEMENT FUND.—Beginning on the enforceability date, the Secretary shall invest amounts in the Fund in accordance with—

(A) the Act of April 1, 1880 (25 U.S.C. 161);

(B) the first section of the Act of June 24, 1938 (25 U.S.C. 162a); and

(C) the obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations of the entities are lawful investments for federally managed funds, including—

(i) the obligations of the United States Postal Service described in section 2005 of title 39, United States Code;

(ii) bonds and other obligations of the Tennessee Valley Authority described in section 15d of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 831n-4);

(iii) mortgages, obligations, and other securities of the Federal Home Loan Mortgage Corporation described in section 303 of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1452); and

(iv) bonds, notes, and debentures of the Commodity Credit Corporation described in section 4 of the Act of March 8, 1938 (15 U.S.C. 713a-4).

(3) DISTRIBUTIONS FROM CROW SETTLEMENT FUND.—

(A) IN GENERAL.—Amounts from the Fund shall be used for each purpose described in subparagraphs (B) through (E).

(B) TRIBAL COMPACT ADMINISTRATION ACCOUNT.—The Tribal Compact Administration account shall be used for expenditures by the Tribe for Tribal Compact Administration.

(C) ENERGY DEVELOPMENT PROJECTS ACCOUNT.—The Energy Development Projects account shall be used for expenditures by the Tribe for the following types of energy development on the Reservation, the ceded strip, and land owned by the Tribe:

(i) Development and marketing of power generation on the Yellowtail Afterbay Dam authorized in section 412(b).

(ii) Development of clean coal conversion projects.

H. R. 4783—52

(iii) Renewable energy projects other than the project described in clause (i).

(D) CIP OM&R ACCOUNT.—

(i) IN GENERAL.—Amounts in the CIP OM&R Account shall be used for CIP OM&R costs.

(ii) REDUCTION OF COSTS TO TRIBAL WATER USERS.—

(I) IN GENERAL.—Subject to subclause (II), the funds described in clause (i) shall be used to reduce the CIP OM&R costs to all tribal water users on a proportional basis for a given year.

(II) LIMITATION ON USE OF FUNDS.—Funds in the CIP OM&R Account shall be used to pay irrigation assessments only for the Tribe, tribal entities and instrumentalities, tribal members, allottees, and entities owned by the Tribe, tribal members, or allottees.

(E) MR&I SYSTEM OM&R ACCOUNT.—Funds from the MR&I System OM&R Account shall be used to assist the Tribe in paying MR&I System OM&R costs.

(4) WITHDRAWALS BY TRIBE.—

(A) IN GENERAL.—The Tribe may withdraw any portion of amounts in the Fund on approval by the Secretary of a tribal management plan in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(B) REQUIREMENTS.—

(i) IN GENERAL.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the tribal management plan of the Tribe under subparagraph (A) shall require that the Tribe spend any amounts withdrawn from the Fund in accordance with this title.

(ii) ENFORCEMENT.—The Secretary may carry out such judicial or administrative actions as the Secretary determines to be necessary to enforce a tribal management plan to ensure that amounts withdrawn by the Tribe from the Fund under this paragraph are used in accordance with this title.

(C) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of amounts withdrawn from the Fund by the Tribe under this paragraph.

(D) EXPENDITURE PLAN.—

(i) IN GENERAL.—For each fiscal year, the Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the amounts described in subparagraph (A) that the Tribe elects not to withdraw under this paragraph during the fiscal year.

(ii) INCLUSION.—An expenditure plan under clause (i) shall include a description of the manner in which, and the purposes for which, amounts of the Tribe remaining in the Fund will be used during subsequent fiscal years.

(iii) APPROVAL.—On receipt of an expenditure plan under clause (i), the Secretary shall approve the plan if the Secretary determines that the plan is—

H. R. 4783—53

- (I) reasonable; and
- (II) consistent with this title.

(5) ANNUAL REPORTS.—The Tribe shall submit to the Secretary annual reports describing each expenditure by the Tribe of amounts in the Fund during the preceding calendar year.

(6) CERTAIN PER CAPITA DISTRIBUTIONS PROHIBITED.—No amount in the Fund shall be distributed to any member of the Tribe on a per capita basis.

(f) AVAILABILITY.—

(1) IN GENERAL.—Except as provided in paragraph (2), the amounts in the Fund shall be available for use by the Secretary and withdrawal by the Tribe beginning on the enforceability date.

(2) EXCEPTION.—The amounts made available under section 414(c) shall be available for use by the Secretary and withdrawal by the Tribe beginning on the date on which the Tribe ratifies the Compact as provided in section 410(e)(1)(E).

(g) STATE CONTRIBUTION.—The State of Montana contribution to the Fund shall be provided in accordance with article VI(A) of the Compact.

(h) SEPARATE APPROPRIATIONS ACCOUNT.—Section 1105(a) of title 31, United States Code, is amended—

(1) by redesignating paragraphs (35) and (36) as paragraphs (36) and (37), respectively;

(2) by redesignating the second paragraph (33) (relating to obligational authority and outlays requested for homeland security) as paragraph (35); and

(3) by adding at the end the following:

“(38) a separate statement for the Crow Settlement Fund established under section 411 of the Crow Tribe Water Rights Settlement Act of 2010, which shall include the estimated amount of deposits into the Fund, obligations, and outlays from the Fund.”

SEC. 412. YELLOWTAIL DAM, MONTANA.

(a) STREAMFLOW AND LAKE LEVEL MANAGEMENT PLAN.—

(1) IN GENERAL.—Nothing in this title, the Compact, or the Streamflow and Lake Level Management Plan referred to in article III(A)(7) of the Compact—

(A) limits the discretion of the Secretary under the section 4F of that plan; or

(B) requires the Secretary to give priority to any factor described in section 4F of that plan over any other factor described in that section.

(2) BIGHORN LAKE MANAGEMENT.—Bighorn Lake water management, including the Streamflow and Lake Level Management Plan, is a Federal activity, and the review and enforcement of any water management decisions relating to Bighorn Lake shall be as provided by Federal law.

(3) APPLICABILITY OF PARAGRAPHS (1) AND (2).—The Streamflow and Lake Level Management Plan referred to in and part of the Compact shall be interpreted to clearly reflect paragraphs (1) and (2).

(4) APPLICABILITY OF INSTREAM FLOW REQUIREMENTS IN PLAN.—Notwithstanding any term (including any defined term) or provision in the Streamflow and Lake Level Management Plan, for purposes of this title, the Compact, and the Streamflow

H. R. 4783—54

and Lake Level Management Plan, any requirement in the Streamflow and Lake Level Management Plan that the Tribe dedicate a specified percentage, portion, or number of acre-feet of water per year of the tribal water rights to instream flow means (and is limited in meaning and effect to) an obligation on the part of the Tribe to withhold from development or otherwise refrain from diverting or removing from the Big-horn River the specified quantity of water for the duration, at the locations, and under the conditions set forth in the applicable requirement.

(b) POWER GENERATION.—

(1) IN GENERAL.—Notwithstanding any other provision of law, the Tribe shall have the exclusive right to develop and market power generation on the Yellowtail Afterbay Dam, provided that this exclusive right shall expire 15 years after the date of enactment of this Act if construction has not been substantially completed on the power generation project of the Tribe.

(2) BUREAU OF RECLAMATION COOPERATION.—The Bureau of Reclamation shall cooperate with the Tribe on the development of any power generation project under this subsection.

(3) AGREEMENT.—Before construction of a power generation project under this subsection, the Tribe shall enter into an agreement with the Bureau of Reclamation that contains provisions that—

(A) allocate the responsibilities for the design, construction, and operations of the project;

(B) assure the compatibility of the power generation project with the operations of the Yellowtail Unit and the Yellowtail Afterbay Dam, which shall include entering into agreements—

(i) regarding operating criteria and emergency procedures, as they relate to dam safety; and

(ii) under which, should the Tribe propose any modifications to facilities owned by the Bureau of Reclamation, the proposed modifications shall be subject to review and approval by the Secretary, acting through the Bureau of Reclamation;

(C) beginning 10 years after the date on which the Tribe begins marketing power generated from the Yellowtail Afterbay Dam, the Tribe shall make annual payments for operation, maintenance, and replacement costs in amounts determined in accordance with the guidelines and methods of the Bureau of Reclamation for assessing operation, maintenance, and replacement charges, provided that such annual payments shall not exceed 3 percent of gross annual revenue produced by the sale of electricity generated by such project; and

(D) the Secretary—

(i) shall review the charges established in the agreement on the date that is 5 years after the date on which the Tribe makes the first payment described in subparagraph (C) to the Secretary under the agreement and at 5 year intervals thereafter; and

(ii) may increase or decrease the charges in proportion to the amount of any increase or decrease in the costs of operation, maintenance, and replacement

H. R. 4783—55

for the Yellowtail Afterbay Dam, provided that any increase in operation, maintenance, and replacement costs assessed to the Tribe may not exceed—

(I) 5 percent in any 5 year period; and

(II) 3 percent of the gross annual revenue produced by the sale of electricity generated by such project.

(4) USE OF POWER BY TRIBE.—Any hydroelectric power generated in accordance with this subsection shall be used or marketed by the Tribe.

(5) REVENUES.—The Tribe shall retain any revenues from the sale of hydroelectric power generated by a project under this subsection.

(6) LIABILITY OF UNITED STATES.—The United States shall have no trust obligation to monitor, administer, or account for—

(A) the revenues received by the Tribe under this subsection; or

(B) the expenditure of the revenues received by the Tribe under this subsection.

(c) CONSULTATION WITH TRIBE.—The Bureau of Reclamation shall consult with the Tribe on at least a quarterly basis on all issues relating to the management of Yellowtail Dam by the Bureau of Reclamation.

(d) AMENDMENTS TO COMPACT AND PLAN.—The provisions of subsection (a) apply to any amendment to—

(1) the Compact; or

(2) the Streamflow and Lake Level Management Plan.

SEC. 413. MISCELLANEOUS PROVISIONS.

(a) WAIVER OF SOVEREIGN IMMUNITY BY THE UNITED STATES.—Except as provided in subsections (a) through (c) of section 208 of the Department of Justice Appropriation Act, 1953 (43 U.S.C. 666), nothing in this title waives the sovereign immunity of the United States.

(b) OTHER TRIBES NOT ADVERSELY AFFECTED.—Nothing in this title quantifies or diminishes any land or water right, or any claim or entitlement to land or water, of an Indian tribe, band, or community other than the Tribe.

(c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—With respect to Indian land within the Reservation or the ceded strip—

(1) the United States shall not submit against any Indian-owned land located within the Reservation or the ceded strip any claim for reimbursement of the cost to the United States of carrying out this title and the Compact; and

(2) no assessment of any Indian-owned land located within the Reservation or the ceded strip shall be made regarding that cost.

(d) LIMITATION ON LIABILITY OF UNITED STATES.—

(1) IN GENERAL.—The United States has no trust or other obligation—

(A) to monitor, administer, or account for, in any manner, any funds provided to the Tribe by any party to the Compact other than the United States; or

(B) to review or approve any expenditure of those funds.

H. R. 4783—56

(2) INDEMNIFICATION.—The Tribe shall indemnify the United States, and hold the United States harmless, with respect to all claims (including claims for takings or breach of trust) arising from the receipt or expenditure of amounts described in paragraph (1)(A).

(e) EFFECT ON CURRENT LAW.—Nothing in this section affects any provision of law (including regulations) in effect on the day before the date of enactment of this Act with respect to preenforcement review of any Federal environmental enforcement action.

(f) LIMITATIONS ON EFFECT.—

(1) IN GENERAL.—Nothing in this title, the Compact, or the Streamflow and Lake Level Management Plan referred to in article III(A)(7) of the Compact—

(A) limits, expands, alters, or otherwise affects—

(i) the meaning, interpretation, implementation, application, or effect of any article, provision, or term of the Yellowstone River Compact;

(ii) any right, requirement, or obligation under the Yellowstone River Compact;

(iii) any allocation (or manner of determining any allocation) of water under the Yellowstone River Compact; or

(iv) any present or future claim, defense, or other position asserted in any legal, administrative, or other proceeding arising under or relating to the Yellowstone River Compact (including the original proceeding between the State of Montana and the State of Wyoming pending as of the date of enactment of this Act before the United States Supreme Court);

(B) makes an allocation or apportionment of water between or among States;

(C) addresses or implies whether, how, or to what extent (if any)—

(i) the tribal water rights, or any portion of the tribal water rights, should be accounted for as part of or otherwise charged against any allocation of water made to a State under the provisions of the Yellowstone River Compact; or

(ii) the Yellowstone River Compact includes the tribal water rights or the water right of any Indian tribe as part of any allocation or other disposition of water under that compact; or

(D) waives the sovereign immunity from suit of any State under the Eleventh Amendment to the Constitution of the United States, except as expressly authorized in Article IV(F)(8) of the Compact.

(2) EFFECT OF CERTAIN PROVISIONS IN COMPACT.—The provisions in paragraphs (1) and (2) of article III (A)(6)(a), paragraphs (1) and (2) of article III(B)(6)(a), paragraphs (1) and (2) of article III(E)(6)(a), and paragraphs (1) and (2) of article III (F)(6)(a) of the Compact that provide protections to certain water rights recognized under the laws of the State of Montana do not affect in any way, either directly or indirectly, existing or future water rights (including the exercise of any such rights) outside of the State of Montana.

H. R. 4783—57

(g) EFFECT ON RECLAMATION LAW.—The activities carried out by the Bureau of Reclamation under this title shall not establish a precedent or impact the authority provided under any other provision of Federal reclamation law, including—

(1) the Rural Supply Act of 2006 (Public Law 109–451; 120 Stat. 3345); and

(2) the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 991).

SEC. 414. FUNDING.

(a) REHABILITATION AND IMPROVEMENT OF CROW IRRIGATION PROJECT.—

(1) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$73,843,000, adjusted to reflect changes since May 1, 2008, in construction cost indices applicable to the types of construction involved in the rehabilitation and improvement of the Crow Irrigation Project, for the rehabilitation and improvement of the Crow Irrigation Project.

(2) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amount made available under paragraph (1), there is authorized to be appropriated to the Secretary for the rehabilitation and improvement of the Crow Irrigation Project \$58,000,000, adjusted to reflect changes since May 1, 2008, in construction cost indices applicable to the types of construction involved in the rehabilitation and improvement of the Crow Irrigation Project.

(b) DESIGN AND CONSTRUCTION OF MR&I SYSTEM.—

(1) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$146,000,000, adjusted to reflect changes since May 1, 2008, in construction cost indices applicable to the types of construction involved in the design and construction of the MR&I System, for the design and construction of the MR&I System.

(2) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amount made available under paragraph (1), there is authorized to be appropriated to the Secretary for the design and construction of the MR&I System \$100,381,000, adjusted to reflect changes since May 1, 2008, in construction cost indices applicable to the types of construction involved in the design and construction of the MR&I System.

(c) TRIBAL COMPACT ADMINISTRATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$4,776,000, adjusted to reflect changes in appropriate cost indices during the period beginning on the date of enactment of this Act and ending on the date of the transfer, for Tribal Compact Administration.

(d) ENERGY DEVELOPMENT PROJECTS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$20,000,000, adjusted to reflect changes in appropriate cost indices during the period beginning on the date of enactment of this Act and ending on the date of the transfer, for Energy Development Projects as set forth in section 411(e)(3)(C).

(e) MR&I SYSTEM OM&R.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall

H. R. 4783—58

transfer to the Secretary \$47,000,000, adjusted to reflect changes in appropriate cost indices during the period beginning on the date of enactment of this Act and ending on the date of the transfer, for MR&I System OM&R.

(f) CIP OM&R.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary \$10,000,000, adjusted to reflect changes in appropriate cost indices during the period beginning on the date of enactment of this Act and ending on the date of the transfer, for CIP OM&R.

(g) USE.—In addition to the uses authorized under subsections (a) and (b), such amounts as may be necessary of the amounts made available under those subsections may be used to carry out related activities necessary to comply with Federal environmental and cultural resource laws.

(h) ACCOUNT TRANSFERS.—

(1) IN GENERAL.—The Secretary may transfer from the amounts made available under subsection (a) such amounts as the Secretary, with the concurrence of the Tribe, determines to be necessary to supplement the amounts made available under subsection (b), on a determination of the Secretary, in consultation with the Tribe, that such a transfer is in the best interest of the Tribe.

(2) OTHER APPROVED TRANSFERS.—The Secretary may transfer from the amounts made available under subsection (b) such amounts as the Secretary, with the concurrence of the Tribe, determines to be necessary to supplement the amounts made available under subsection (a), on a determination of the Secretary, in consultation with the Tribe, that such a transfer is in the best interest of the Tribe.

(i) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this section the funds transferred under subsections (a) through (f), without further appropriation.

SEC. 415. REPEAL ON FAILURE TO MEET ENFORCEABILITY DATE.

If the Secretary does not publish a statement of findings under section 410(e) not later than March 31, 2016, or the extended date agreed to by the Tribe and the Secretary, after reasonable notice to the State of Montana, as applicable—

(1) this title is repealed effective April 1, 2016, or the day after the extended date agreed to by the Tribe and the Secretary after reasonable notice to the State of Montana, whichever is later;

(2) any action taken by the Secretary and any contract or agreement pursuant to the authority provided under any provision of this title shall be void;

(3) any amounts made available under section 414, together with any interest on those amounts, shall immediately revert to the general fund of the Treasury;

(4) any amounts made available under section 414 that remain unexpended shall immediately revert to the general fund of the Treasury; and

(5) the United States shall be entitled to set off against any claims asserted by the Tribe against the United States relating to water rights—

(A) any funds expended or withdrawn from the amounts made available pursuant to this title; and

H. R. 4783—59

(B) any funds made available to carry out the activities authorized in this title from other authorized sources.

SEC. 416. ANTIDEFICIENCY.

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this title (including any such obligation or activity under the Settlement Agreement) if adequate appropriations are not provided expressly by Congress to carry out the purposes of this title in the Reclamation Water Settlements Fund established under section 10501 of Public Law 111–11 or the “Emergency Fund for Indian Safety and Health” established by section 601(a) of the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008 (25 U.S.C. 443c(a)).

TITLE V—TAOS PUEBLO INDIAN WATER RIGHTS

SEC. 501. SHORT TITLE.

This title may be cited as the “Taos Pueblo Indian Water Rights Settlement Act”.

SEC. 502. PURPOSES.

The purposes of this title are—

(1) to approve, ratify, and confirm the Taos Pueblo Indian Water Rights Settlement Agreement;

(2) to authorize and direct the Secretary to execute the Settlement Agreement and to perform all obligations of the Secretary under the Settlement Agreement and this title; and

(3) to authorize all actions and appropriations necessary for the United States to meet its obligations under the Settlement Agreement and this title.

SEC. 503. DEFINITIONS.

In this title:

(1) **ELIGIBLE NON-PUEBLO ENTITIES.**—The term “Eligible Non-Pueblo Entities” means the Town of Taos, the El Prado Water and Sanitation District, and the New Mexico Department of Finance and Administration Local Government Division on behalf of the Acequia Madre del Río Lucero y del Arroyo Seco, the Acequia Madre del Prado, the Acequia del Monte, the Acequia Madre del Río Chiquito, the Upper Ranchitos Mutual Domestic Water Consumers Association, the Upper Arroyo Hondo Mutual Domestic Water Consumers Association, and the Llano Quemado Mutual Domestic Water Consumers Association.

(2) **ENFORCEMENT DATE.**—The term “Enforcement Date” means the date upon which the Secretary publishes the notice required by section 509(f)(1).

(3) **MUTUAL-BENEFIT PROJECTS.**—The term “Mutual-Benefit Projects” means the projects described and identified in articles 6 and 10.1 of the Settlement Agreement.

(4) **PARTIAL FINAL DECREE.**—The term “Partial Final Decree” means the Decree entered in *New Mexico v. Abeyta and New Mexico v. Arellano*, Civil Nos. 7896–BB (U.S. 6 D.N.M.) and 7939–BB (U.S. D.N.M.) (consolidated), for the resolution

H. R. 4783—60

of the Pueblo's water right claims and which is substantially in the form agreed to by the Parties and attached to the Settlement Agreement as Attachment 5.

(5) PARTIES.—The term “Parties” means the Parties to the Settlement Agreement, as identified in article 1 of the Settlement Agreement.

(6) PUEBLO.—The term “Pueblo” means the Taos Pueblo, a sovereign Indian tribe duly recognized by the United States of America.

(7) PUEBLO LANDS.—The term “Pueblo lands” means those lands located within the Taos Valley to which the Pueblo, or the United States in its capacity as trustee for the Pueblo, holds title subject to Federal law limitations on alienation. Such lands include Tracts A, B, and C, the Pueblo's land grant, the Blue Lake Wilderness Area, and the Tenorio and Karavas Tracts and are generally depicted in Attachment 2 to the Settlement Agreement.

(8) SAN JUAN-CHAMA PROJECT.—The term “San Juan-Chama Project” means the Project authorized by section 8 of the Act of June 13, 1962 (76 Stat. 96 and 97), and the Act of April 11, 1956 (70 Stat. 105).

(9) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(10) SETTLEMENT AGREEMENT.—The term “Settlement Agreement” means the contract dated March 31, 2006, between and among—

(A) the United States, acting solely in its capacity as trustee for Taos Pueblo;

(B) the Taos Pueblo, on its own behalf;

(C) the State of New Mexico;

(D) the Taos Valley Acequia Association and its 55 member ditches;

(E) the Town of Taos;

(F) the El Prado Water and Sanitation District; and

(G) the 12 Taos area Mutual Domestic Water Consumers Associations, as amended to conform with this title.

(11) STATE ENGINEER.—The term “State Engineer” means the New Mexico State Engineer.

(12) TAOS VALLEY.—The term “Taos Valley” means the geographic area depicted in Attachment 4 of the Settlement Agreement.

SEC. 504. PUEBLO RIGHTS.

(a) IN GENERAL.—Those rights to which the Pueblo is entitled under the Partial Final Decree shall be held in trust by the United States on behalf of the Pueblo and shall not be subject to forfeiture, abandonment, or permanent alienation.

(b) SUBSEQUENT ACT OF CONGRESS.—The Pueblo shall not be denied all or any part of its rights held in trust absent its consent unless such rights are explicitly abrogated by an Act of Congress hereafter enacted.

SEC. 505. TAOS PUEBLO WATER DEVELOPMENT FUND.

(a) ESTABLISHMENT.—There is established in the Treasury of the United States a fund to be known as the “Taos Pueblo Water Development Fund” (referred to in this section as the “Fund”) to be used to pay or reimburse costs incurred by the Pueblo for—

(1) acquiring water rights;

H. R. 4783—61

(2) planning, permitting, designing, engineering, constructing, reconstructing, replacing, rehabilitating, operating, or repairing water production, treatment or delivery infrastructure, on-farm improvements, or wastewater infrastructure;

(3) restoring, preserving and protecting the Buffalo Pasture, including planning, permitting, designing, engineering, constructing, operating, managing and replacing the Buffalo Pasture Recharge Project;

(4) administering the Pueblo's water rights acquisition program and water management and administration system; and

(5) watershed protection and enhancement, support of agriculture, water-related Pueblo community welfare and economic development, and costs related to the negotiation, authorization, and implementation of the Settlement Agreement.

(b) MANAGEMENT OF FUND.—The Secretary shall manage the Fund, invest amounts in the Fund, and make monies available from the Fund for distribution to the Pueblo consistent with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.) (hereinafter, "Trust Fund Reform Act"), this title, and the Settlement Agreement.

(c) INVESTMENT OF FUND.—Upon the Enforcement Date, the Secretary shall invest amounts in the Fund in accordance with—

(1) the Act of April 1, 1880 (21 Stat. 70, ch. 41, 25 U.S.C. 161);

(2) the first section of the Act of June 24, 1938 (52 Stat. 1037, ch. 648, 25 U.S.C. 162a); and

(3) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(d) AVAILABILITY OF AMOUNTS FROM FUND.—Upon the Enforcement Date, all monies deposited in the Fund pursuant to section 509(c)(1) or made available from other authorized sources shall be available to the Pueblo for expenditure or withdrawal after the requirements of subsection (e) have been met.

(e) EXPENDITURES AND WITHDRAWAL.—

(1) TRIBAL MANAGEMENT PLAN.—

(A) IN GENERAL.—The Pueblo may withdraw all or part of the Fund on approval by the Secretary of a tribal management plan as described in the Trust Fund Reform Act.

(B) REQUIREMENTS.—In addition to the requirements under the Trust Fund Reform Act, the tribal management plan shall require that the Pueblo spend any funds in accordance with the purposes described in subsection (a).

(2) ENFORCEMENT.—The Secretary may take judicial or administrative action to enforce the requirement that monies withdrawn from the Fund are used for the purposes specified in subsection (a).

(3) LIABILITY.—If the Pueblo exercises the right to withdraw monies from the Fund, neither the Secretary nor the Secretary of the Treasury shall retain any liability for the expenditure or investment of the monies withdrawn.

(4) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Pueblo shall submit to the Secretary for approval an expenditure plan for any portions of the funds made available under this title that the Pueblo does not withdraw under paragraph (1)(A).

H. R. 4783—62

(B) DESCRIPTION.—The expenditure plan shall describe the manner in which, and the purposes for which, amounts remaining in the Fund will be used.

(C) APPROVAL.—On receipt of an expenditure plan under subparagraph (A), the Secretary shall approve the plan if the Secretary determines that the plan is reasonable and consistent with this title.

(5) ANNUAL REPORT.—The Pueblo shall submit to the Secretary an annual report that describes all expenditures from the Fund during the year covered by the report.

(f) AMOUNTS AVAILABLE ON APPROPRIATION.—Notwithstanding subsection (d), \$15,000,000 of the monies deposited in the Fund—

(1) shall be available upon appropriation or availability of the funds from other authorized sources for the Pueblo's acquisition of water rights pursuant to Article 5.1.1.2.3 of the Settlement Agreement, the Buffalo Pasture Recharge Project, implementation of the Pueblo's water rights acquisition program and water management and administration system, the design, planning, engineering, permitting or construction of water or wastewater infrastructure eligible for funding under subsection (a), or costs related to the negotiation, authorization, and implementation of the Settlement Agreement, provided that such funds may be expended prior to the Enforcement Date only for activities which are determined by the Secretary to be more cost effective when implemented as early as possible; and

(2) shall be distributed by the Secretary to the Pueblo on receipt by the Secretary from the Pueblo of a written notice and a Tribal Council resolution that describes the purposes under paragraph (1) for which the monies will be used after a cost-effectiveness determination by the Secretary has been made as described in paragraph (1). The Secretary shall make the determination described in paragraph (1) within a reasonable period of time after receipt of the notice and resolution.

(g) NO PER CAPITA DISTRIBUTIONS.—No portion of the Fund shall be distributed on a per capita basis to members of the Pueblo.

SEC. 506. MARKETING.

(a) PUEBLO WATER RIGHTS.—Subject to the approval of the Secretary in accordance with subsection (e), the Pueblo may market water rights secured to it under the Settlement Agreement and Partial Final Decree, provided that such marketing is in accordance with this section.

(b) PUEBLO CONTRACT RIGHTS TO SAN JUAN-CHAMA PROJECT WATER.—Subject to the approval of the Secretary in accordance with subsection (e), the Pueblo may subcontract water made available to the Pueblo under the contract authorized under section 508(b)(1)(A) to third parties to supply water for use within or without the Taos Valley, provided that the delivery obligations under such subcontract are not inconsistent with the Secretary's existing San Juan-Chama Project obligations and such subcontract is in accordance with this section.

(c) LIMITATION.—

(1) IN GENERAL.—Diversion or use of water off Pueblo lands pursuant to Pueblo water rights or Pueblo contract rights to San Juan-Chama Project water shall be subject to and not inconsistent with the same requirements and conditions of State

H. R. 4783—63

law, any applicable Federal law, and any applicable interstate compact as apply to the exercise of water rights or contract rights to San Juan-Chama Project water held by non-Federal, non-Indian entities, including all applicable State Engineer permitting and reporting requirements.

(2) EFFECT ON WATER RIGHTS.—Such diversion or use off Pueblo lands under paragraph (1) shall not impair water rights or increase surface water depletions within the Taos Valley.

(d) MAXIMUM TERM.—

(1) IN GENERAL.—The maximum term of any water use lease or subcontract, including all renewals, shall not exceed 99 years in duration.

(2) ALIENATION OF RIGHTS.—The Pueblo shall not permanently alienate any rights it has under the Settlement Agreement, the Partial Final Decree, and this title.

(e) APPROVAL OF SECRETARY.—The Secretary shall approve or disapprove any lease or subcontract submitted by the Pueblo for approval within a reasonable period of time after submission, provided that no Secretarial approval shall be required for any water use lease for less than 10 acre-feet per year with a term of less than 7 years, including all renewals.

(f) NO FORFEITURE OR ABANDONMENT.—The nonuse by a lessee or subcontractor of the Pueblo of any right to which the Pueblo is entitled under the Partial Final Decree shall in no event result in a forfeiture, abandonment, relinquishment, or other loss of all or any part of those rights.

(g) NO PREEMPTION.—

(1) IN GENERAL.—The approval authority of the Secretary provided under subsection (e) shall not amend, construe, supersede, or preempt any State or Federal law, interstate compact, or international treaty that pertains to the Colorado River, the Rio Grande, or any of their tributaries, including the appropriation, use, development, storage, regulation, allocation, conservation, exportation, or quantity of those waters.

(2) APPLICABLE LAW.—The provisions of section 2116 of the Revised Statutes (25 U.S.C. 177) shall not apply to any water made available under the Settlement Agreement.

(h) NO PREJUDICE.—Nothing in this title shall be construed to establish, address, prejudice, or prevent any party from litigating whether or to what extent any applicable State law, Federal law, or interstate compact does or does not permit, govern, or apply to the use of the Pueblo's water outside of New Mexico.

SEC. 507. MUTUAL-BENEFIT PROJECTS.

(a) IN GENERAL.—Upon the Enforcement Date, the Secretary, acting through the Commissioner of Reclamation, shall provide financial assistance in the form of grants on a nonreimbursable basis to Eligible Non-Pueblo Entities to plan, permit, design, engineer, and construct the Mutual-Benefit Projects in accordance with the Settlement Agreement—

(1) to minimize adverse impacts on the Pueblo's water resources by moving future non-Indian ground water pumping away from the Pueblo's Buffalo Pasture; and

(2) to implement the resolution of a dispute over the allocation of certain surface water flows between the Pueblo and non-Indian irrigation water right owners in the community of Arroyo Seco Arriba.

H. R. 4783—64

(b) COST-SHARING.—

(1) FEDERAL SHARE.—The Federal share of the total cost of planning, designing, and constructing the Mutual-Benefit Projects authorized in subsection (a) shall be 75 percent and shall be nonreimbursable.

(2) NON-FEDERAL SHARE.—The non-Federal share of the total cost of planning, designing, and constructing the Mutual-Benefit Projects shall be 25 percent and may be in the form of in-kind contributions, including the contribution of any valuable asset or service that the Secretary determines would substantially contribute to completing the Mutual-Benefit Projects.

(3) ADDITIONAL STATE CONTRIBUTION.—As a condition of expenditure by the Secretary of the funds made available under section 509(c)(2), the State shall—

(A) appropriate and make available the non-Federal share described in paragraph (2); and

(B) agree to provide additional funding associated with the Mutual-Benefit Projects as described in paragraph 10 of the Settlement Agreement.

SEC. 508. SAN JUAN-CHAMA PROJECT CONTRACTS.

(a) IN GENERAL.—Contracts issued under this section shall be in accordance with this title and the Settlement Agreement.

(b) CONTRACTS FOR SAN JUAN-CHAMA PROJECT WATER.—

(1) IN GENERAL.—The Secretary shall enter into 3 repayment contracts within a reasonable period after the date of enactment of this Act, for the delivery of San Juan-Chama Project water in the following amounts:

(A) 2,215 acre-feet/annum to the Pueblo.

(B) 366 acre-feet/annum to the Town of Taos.

(C) 40 acre-feet/annum to the El Prado Water and Sanitation District.

(2) REQUIREMENTS.—Each such contract shall provide that if the conditions precedent set forth in section 509(f)(2) have not been fulfilled by March 31, 2017, the contract shall expire on that date.

(3) APPLICABLE LAW.—Public Law 87–483 (76 Stat. 97) applies to the contracts entered into under paragraph (1) and no preference shall be applied as a result of section 504(a) with regard to the delivery or distribution of San Juan-Chama Project water or the management or operation of the San Juan-Chama Project.

(c) WAIVER.—With respect to the contract authorized and required by subsection (b)(1)(A) and notwithstanding the provisions of Public Law 87–483 (76 Stat. 96) or any other provision of law—

(1) the Secretary shall waive the entirety of the Pueblo's share of the construction costs, both principal and the interest, for the San Juan-Chama Project and pursuant to that waiver, the Pueblo's share of all construction costs for the San Juan-Chama Project, inclusive of both principal and interest shall be nonreimbursable; and

(2) the Secretary's waiver of the Pueblo's share of the construction costs for the San Juan-Chama Project will not result in an increase in the pro rata shares of other San Juan-Chama Project water contractors, but such costs shall

H. R. 4783—65

be absorbed by the United States Treasury or otherwise appropriated to the Department of the Interior.

SEC. 509. AUTHORIZATIONS, RATIFICATIONS, CONFIRMATIONS, AND CONDITIONS PRECEDENT.

(a) RATIFICATION.—

(1) IN GENERAL.—Except to the extent that any provision of the Settlement Agreement conflicts with any provision of this title, the Settlement Agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—To the extent amendments are executed to make the Settlement Agreement consistent with this title, such amendments are also authorized, ratified, and confirmed.

(b) EXECUTION OF SETTLEMENT AGREEMENT.—To the extent that the Settlement Agreement does not conflict with this title, the Secretary shall execute the Settlement Agreement, including all exhibits to the Settlement Agreement requiring the signature of the Secretary and any amendments necessary to make the Settlement Agreement consistent with this title, after the Pueblo has executed the Settlement Agreement and any such amendments.

(c) FUNDING.—

(1) TAOS PUEBLO WATER DEVELOPMENT FUND.—

(A) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary for deposit in the Taos Pueblo Water Development Fund established by section 505(a), for the period of fiscal years 2011 through 2016, \$50,000,000, as adjusted by such amounts as may be required due to increases since April 1, 2007, in construction costs, as indicated by engineering cost indices applicable to the types of construction or rehabilitation involved.

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amount made available under subparagraph (A), there is authorized to be appropriated to the Secretary for deposit in the Taos Pueblo Water Development Fund established by section 505(a) \$38,000,000, as adjusted by such amounts as may be required due to increases since April 1, 2007, in construction costs, as indicated by engineering cost indices applicable to the types of construction or rehabilitation involved, for the period of fiscal years 2011 through 2016.

(2) MUTUAL-BENEFIT PROJECTS FUNDING.—

(A) FUNDING.—

(i) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary to provide grants pursuant to section 507 \$16,000,000 for the period of fiscal years 2011 through 2016.

(ii) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amount made available under clause (i), there is authorized to be appropriated to the Secretary to provide grants pursuant to section 507 \$20,000,000 for the period of fiscal years 2011 through 2016.

(B) DEPOSIT IN FUND.—The Secretary shall deposit the funds made available pursuant to subparagraph (A) into a noninterest-bearing fund, to be known as the “Taos

H. R. 4783—66

Settlement Fund”, to be established in the Treasury of the United States so that such funds may be made available on the Enforcement Date as set forth in section 507(a).

(3) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this title the funds transferred under paragraphs (1)(A) and (2)(A)(i), without further appropriation, to remain available until expended.

(d) AUTHORITY OF SECRETARY.—The Secretary is authorized to enter into such agreements and to take such measures as the Secretary may deem necessary or appropriate to fulfill the intent of the Settlement Agreement and this title.

(e) ENVIRONMENTAL COMPLIANCE.—

(1) EFFECT OF EXECUTION OF SETTLEMENT AGREEMENT.—The Secretary’s execution of the Settlement Agreement shall not constitute a major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(2) COMPLIANCE WITH ENVIRONMENTAL LAWS.—In carrying out this title, the Secretary shall comply with each law of the Federal Government relating to the protection of the environment, including—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(f) CONDITIONS PRECEDENT AND SECRETARIAL FINDING.—

(1) IN GENERAL.—Upon the fulfillment of the conditions precedent described in paragraph (2), the Secretary shall publish in the Federal Register a statement of finding that the conditions have been fulfilled.

(2) CONDITIONS.—The conditions precedent referred to in paragraph (1) are the following:

(A) The President has signed into law the Taos Pueblo Indian Water Rights Settlement Act.

(B) To the extent that the Settlement Agreement conflicts with this title, the Settlement Agreement has been revised to conform with this title.

(C) The Settlement Agreement, so revised, including waivers and releases pursuant to section 510, has been executed by the Parties and the Secretary prior to the Parties’ motion for entry of the Partial Final Decree.

(D) Congress has fully appropriated or the Secretary has provided from other authorized sources all funds made available under paragraphs (1) and (2) of subsection (c).

(E) The Legislature of the State of New Mexico has fully appropriated the funds for the State contributions as specified in the Settlement Agreement, and those funds have been deposited in appropriate accounts.

(F) The State of New Mexico has enacted legislation that amends NMSA 1978, section 72–6–3 to state that a water use due under a water right secured to the Pueblo under the Settlement Agreement or the Partial Final Decree may be leased for a term, including all renewals, not to exceed 99 years, provided that this condition shall not be construed to require that said amendment state that any State law based water rights acquired by the

H. R. 4783—67

Pueblo or by the United States on behalf of the Pueblo may be leased for said term.

(G) A Partial Final Decree that sets forth the water rights and contract rights to water to which the Pueblo is entitled under the Settlement Agreement and this title and that substantially conforms to the Settlement Agreement and Attachment 5 thereto has been approved by the Court and has become final and nonappealable.

(g) ENFORCEMENT DATE.—The Settlement Agreement shall become enforceable, and the waivers and releases executed pursuant to section 510 and the limited waiver of sovereign immunity set forth in section 511(a) shall become effective, as of the date that the Secretary publishes the notice required by subsection (f)(1).

(h) EXPIRATION DATE.—

(1) IN GENERAL.—If all of the conditions precedent described in section (f)(2) have not been fulfilled by March 31, 2017, the Settlement Agreement shall be null and void, the waivers and releases executed pursuant to section 510 and the sovereign immunity waivers in section 511(a) shall not become effective, and any unexpended Federal funds, together with any income earned thereon, and title to any property acquired or constructed with expended Federal funds, shall be returned to the Federal Government, unless otherwise agreed to by the Parties in writing and approved by Congress.

(2) EXCEPTION.—Notwithstanding subsection (h)(1) or any other provision of law, except as provided in subsection (i), title to any property acquired or constructed with expended Federal funds made available under section 505(f) shall be retained by the Pueblo.

(i) RIGHT TO SET-OFF.—If the conditions precedent described in subsection (f)(2) have not been fulfilled by March 31, 2017, and the Settlement Agreement is null and void under subsection (h)(1)—

(1) the United States shall be entitled to set off any Federal funds made available under section 505(f) that were used for purposes other than the purchase of water rights against any claim of the Pueblo against the United States described in section 510(b) (but excluding any claim retained under section 510(c)); and

(2) the Pueblo shall have the option either—

(A) to accept an equitable credit for any water rights acquired with funds made available under section 505(f) against any water rights secured for the Pueblo by the Pueblo, or by the United States on behalf of the Pueblo, in any litigation or future settlement of the case styled *New Mexico v. Abeyta* and *New Mexico v. Arellano*, Civil Nos. 7896–BB (U.S.6 D.N.M.) and 7939–BB (U.S. D.N.M.) (consolidated); or

(B) to convey to the United States any water rights acquired with funds made available under section 505(f).

(j) EXTENSION.—The dates in subsections (h) and (i) and section 510(e) may be extended if the Parties agree that an extension is reasonably necessary.

SEC. 510. WAIVERS AND RELEASES OF CLAIMS.

(a) CLAIMS BY THE PUEBLO AND THE UNITED STATES.—In return for recognition of the Pueblo's water rights and other benefits,

H. R. 4783—68

including but not limited to the commitments by non-Pueblo parties, as set forth in the Settlement Agreement and this title, the Pueblo, on behalf of itself and its members, and the United States acting in its capacity as trustee for the Pueblo are authorized to execute a waiver and release of claims against the parties to New Mexico v. Abeyta and New Mexico v. Arellano, Civil Nos. 7896–BB (U.S. 6 D.N.M.) and 7939–BB (U.S. D.N.M.) (consolidated) from—

(1) all claims for water rights in the Taos Valley that the Pueblo, or the United States acting in its capacity as trustee for the Pueblo, asserted, or could have asserted, in any proceeding, including but not limited to in New Mexico v. Abeyta and New Mexico v. Arellano, Civil Nos. 7896–BB (U.S. 6 D.N.M.) and 7939–BB (U.S. D.N.M.) (consolidated), up to and including the Enforcement Date, except to the extent that such rights are recognized in the Settlement Agreement or this title;

(2) all claims for water rights, whether for consumptive or nonconsumptive use, in the Rio Grande mainstream or its tributaries that the Pueblo, or the United States acting in its capacity as trustee for the Pueblo, asserted or could assert in any water rights adjudication proceedings except those claims based on Pueblo or United States ownership of lands or water rights acquired after the Enforcement Date, provided that nothing in this paragraph shall prevent the Pueblo or the United States from fully participating in the inter se phase of any such water rights adjudication proceedings;

(3) all claims for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water (including but not limited to claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking) in the Rio Grande mainstream or its tributaries or for lands within the Taos Valley that accrued at any time up to and including the Enforcement Date; and

(4) all claims against the State of New Mexico, its agencies, or employees relating to the negotiation or the adoption of the Settlement Agreement.

(b) CLAIMS BY THE PUEBLO AGAINST THE UNITED STATES.—The Pueblo, on behalf of itself and its members, is authorized to execute a waiver and release of—

(1) all claims against the United States, its agencies, or employees relating to claims for water rights in or water of the Taos Valley that the United States acting in its capacity as trustee for the Pueblo asserted, or could have asserted, in any proceeding, including but not limited to in New Mexico v. Abeyta and New Mexico v. Arellano, Civil Nos. 7896–BB (U.S. 6 D.N.M.) and 7939–BB (U.S. D.N.M.) (consolidated);

(2) all claims against the United States, its agencies, or employees relating to damages, losses, or injuries to water, water rights, land, or natural resources due to loss of water or water rights (including but not limited to damages, losses or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion or taking of water or water rights, or claims relating to failure to protect, acquire, replace, or develop water, water rights or water infrastructure) in the Rio Grande mainstream or its tributaries or within the Taos

H. R. 4783—69

Valley that first accrued at any time up to and including the Enforcement Date;

(3) all claims against the United States, its agencies, or employees for an accounting of funds appropriated by the Act of March 4, 1929 (45 Stat. 1562), the Act of March 4, 1931 (46 Stat. 1552), the Act of June 22, 1936 (49 Stat. 1757), the Act of August 9, 1937 (50 Stat. 564), and the Act of May 9, 1938 (52 Stat. 291), as authorized by the Pueblo Lands Act of June 7, 1924 (43 Stat. 636), and the Pueblo Lands Act of May 31, 1933 (48 Stat. 108), and for breach of trust relating to funds for water replacement appropriated by said Acts that first accrued before the date of enactment of this Act;

(4) all claims against the United States, its agencies, or employees relating to the pending litigation of claims relating to the Pueblo's water rights in *New Mexico v. Abeyta and New Mexico v. Arellano*, Civil Nos. 7896—BB (U.S.6 D.N.M.) and 7939—BB (U.S. D.N.M.) (consolidated); and

(5) all claims against the United States, its agencies, or employees relating to the negotiation, Execution or the adoption of the Settlement Agreement, exhibits thereto, the Final Decree, or this title.

(c) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—Notwithstanding the waivers and releases authorized in this title, the Pueblo on behalf of itself and its members and the United States acting in its capacity as trustee for the Pueblo retain—

(1) all claims for enforcement of the Settlement Agreement, the Final Decree, including the Partial Final Decree, the San Juan-Chama Project contract between the Pueblo and the United States, or this title;

(2) all claims against persons other than the Parties to the Settlement Agreement for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water rights (including but not limited to claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking of water rights) within the Taos Valley arising out of activities occurring outside the Taos Valley or the Taos Valley Stream System;

(3) all rights to use and protect water rights acquired after the date of enactment of this Act;

(4) all rights to use and protect water rights acquired pursuant to State law, to the extent not inconsistent with the Partial Final Decree and the Settlement Agreement (including water rights for the land the Pueblo owns in Questa, New Mexico);

(5) all claims relating to activities affecting the quality of water including but not limited to any claims the Pueblo might have under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) (including but not limited to claims for damages to natural resources), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations implementing those Acts;

(6) all claims relating to damages, losses, or injuries to land or natural resources not due to loss of water or water rights (including but not limited to hunting, fishing, gathering, or cultural rights); and

H. R. 4783—70

(7) all rights, remedies, privileges, immunities, powers, and claims not specifically waived and released pursuant to this title and the Settlement Agreement.

(d) EFFECT.—Nothing in the Settlement Agreement or this title—

(1) affects the ability of the United States acting in its sovereign capacity to take actions authorized by law, including but not limited to any laws relating to health, safety, or the environment, including but not limited to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.), and the regulations implementing such Acts;

(2) affects the ability of the United States to take actions acting in its capacity as trustee for any other Indian tribe or allottee;

(3) confers jurisdiction on any State court to—

(A) interpret Federal law regarding health, safety, or the environment or determine the duties of the United States or other parties pursuant to such Federal law; or
(B) conduct judicial review of Federal agency action;

or

(4) waives any claim of a member of the Pueblo in an individual capacity that does not derive from a right of the Pueblo.

(e) TOLLING OF CLAIMS.—

(1) IN GENERAL.—Each applicable period of limitation and time-based equitable defense relating to a claim described in this section shall be tolled for the period beginning on the date of enactment of this Act and ending on the earlier of—

(A) March 31, 2017; or

(B) the Enforcement Date.

(2) EFFECT OF SUBSECTION.—Nothing in this subsection revives any claim or tolls any period of limitation or time-based equitable defense that expired before the date of enactment of this Act.

(3) LIMITATION.—Nothing in this subsection precludes the tolling of any period of limitations or any time-based equitable defense under any other applicable law.

SEC. 511. INTERPRETATION AND ENFORCEMENT.

(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—Upon and after the Enforcement Date, if any Party to the Settlement Agreement brings an action in any court of competent jurisdiction over the subject matter relating only and directly to the interpretation or enforcement of the Settlement Agreement or this title, and names the United States or the Pueblo as a party, then the United States, the Pueblo, or both may be added as a party to any such action, and any claim by the United States or the Pueblo to sovereign immunity from the action is waived, but only for the limited and sole purpose of such interpretation or enforcement, and no waiver of sovereign immunity is made for any action against the United States or the Pueblo that seeks money damages.

(b) SUBJECT MATTER JURISDICTION NOT AFFECTED.—Nothing in this title shall be deemed as conferring, restricting, enlarging, or determining the subject matter jurisdiction of any court,

H. R. 4783—71

including the jurisdiction of the court that enters the Partial Final Decree adjudicating the Pueblo's water rights.

(c) REGULATORY AUTHORITY NOT AFFECTED.—Nothing in this title shall be deemed to determine or limit any authority of the State or the Pueblo to regulate or administer waters or water rights now or in the future.

SEC. 512. DISCLAIMER.

Nothing in the Settlement Agreement or this title shall be construed in any way to quantify or otherwise adversely affect the land and water rights, claims, or entitlements to water of any other Indian tribe.

SEC. 513. ANTIDEFICIENCY.

The United States shall not be liable for failure to carry out any obligation or activity authorized to be carried out under this title (including any such obligation or activity under the Agreement) if adequate appropriations are not provided expressly to carry out the purposes of this title by Congress or there are not enough monies available to carry out the purposes of this title in the Reclamation Water Settlements Fund established under section 10501 of Public Law 111–11 or the “Emergency Fund for Indian Safety and Health” established by section 601(a) of the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008 (25 U.S.C. 443c(a)).

TITLE VI—AAMODT LITIGATION SETTLEMENT

SEC. 601. SHORT TITLE.

This title may be cited as the “Aamodt Litigation Settlement Act”.

SEC. 602. DEFINITIONS.

In this title:

(1) AAMODT CASE.—The term “Aamodt Case” means the civil action entitled State of New Mexico, ex rel. State Engineer and United States of America, Pueblo de Nambe, Pueblo de Pojoaque, Pueblo de San Ildefonso, and Pueblo de Tesuque v. R. Lee Aamodt, et al., No. 66 CV 6639 MV/LCS (D.N.M.).

(2) ACRE-FEET.—The term “acre-feet” means acre-feet of water per year.

(3) AUTHORITY.—The term “Authority” means the Pojoaque Basin Regional Water Authority described in section 9.5 of the Settlement Agreement or an alternate entity acceptable to the Pueblos and the County to operate and maintain the diversion and treatment facilities, certain transmission pipelines, and other facilities of the Regional Water System.

(4) CITY.—The term “City” means the city of Santa Fe, New Mexico.

(5) COST-SHARING AND SYSTEM INTEGRATION AGREEMENT.—The term “Cost-Sharing and System Integration Agreement” means the agreement, dated August 27, 2009, to be executed by the United States, the State, the Pueblos, the County, and the City that—

H. R. 4783—72

(A) describes the location, capacity, and management (including the distribution of water to customers) of the Regional Water System; and

(B) allocates the costs of the Regional Water System with respect to—

(i) the construction, operation, maintenance, and repair of the Regional Water System;

(ii) rights-of-way for the Regional Water System; and

(iii) the acquisition of water rights.

(6) COUNTY.—The term “County” means Santa Fe County, New Mexico.

(7) COUNTY DISTRIBUTION SYSTEM.—The term “County Distribution System” means the portion of the Regional Water System that serves water customers on non-Pueblo land in the Pojoaque Basin.

(8) COUNTY WATER UTILITY.—The term “County Water Utility” means the water utility organized by the County to—

(A) receive water distributed by the Authority; and

(B) provide the water received under subparagraph

(A) to customers on non-Pueblo land in the Pojoaque Basin.

(9) ENGINEERING REPORT.—The term “Engineering Report” means the report entitled “Pojoaque Regional Water System Engineering Report” dated September 2008 and any amendments thereto, including any modifications which may be required by section 611(d)(2).

(10) FUND.—The term “Fund” means the Aamodt Settlement Pueblos’ Fund established by section 615(a).

(11) OPERATING AGREEMENT.—The term “Operating Agreement” means the agreement between the Pueblos and the County executed under section 612(a).

(12) OPERATIONS, MAINTENANCE, AND REPLACEMENT COSTS.—

(A) IN GENERAL.—The term “operations, maintenance, and replacement costs” means all costs for the operation of the Regional Water System that are necessary for the safe, efficient, and continued functioning of the Regional Water System to produce the benefits described in the Settlement Agreement.

(B) EXCLUSION.—The term “operations, maintenance, and replacement costs” does not include construction costs or costs related to construction design and planning.

(13) POJOAQUE BASIN.—

(A) IN GENERAL.—The term “Pojoaque Basin” means the geographic area limited by a surface water divide (which can be drawn on a topographic map), within which area rainfall and runoff flow into arroyos, drainages, and named tributaries that eventually drain to—

(i) the Rio Pojoaque; or

(ii) the 2 unnamed arroyos immediately south; and

(iii) 2 arroyos (including the Arroyo Alamo) that are north of the confluence of the Rio Pojoaque and the Rio Grande.

(B) INCLUSION.—The term “Pojoaque Basin” includes the San Ildefonso Eastern Reservation recognized by section 8 of Public Law 87–231 (75 Stat. 505).

H. R. 4783—73

(14) PUEBLO.—The term “Pueblo” means each of the pueblos of Nambe, Pojoaque, San Ildefonso, or Tesuque.

(15) PUEBLOS.—The term “Pueblos” means collectively the Pueblos of Nambe, Pojoaque, San Ildefonso, and Tesuque.

(16) PUEBLO LAND.—The term “Pueblo land” means any real property that is—

(A) held by the United States in trust for a Pueblo within the Pojoaque Basin;

(B)(i) owned by a Pueblo within the Pojoaque Basin before the date on which a court approves the Settlement Agreement; or

(ii) acquired by a Pueblo on or after the date on which a court approves the Settlement Agreement, if the real property is located—

(I) within the exterior boundaries of the Pueblo, as recognized and conformed by a patent issued under the Act of December 22, 1858 (11 Stat. 374, chapter V); or

(II) within the exterior boundaries of any territory set aside for the Pueblo by law, executive order, or court decree;

(C) owned by a Pueblo or held by the United States in trust for the benefit of a Pueblo outside the Pojoaque Basin that is located within the exterior boundaries of the Pueblo as recognized and confirmed by a patent issued under the Act of December 22, 1858 (11 Stat. 374, chapter V); or

(D) within the exterior boundaries of any real property located outside the Pojoaque Basin set aside for a Pueblo by law, executive order, or court decree, if the land is within or contiguous to land held by the United States in trust for the Pueblo as of January 1, 2005.

(17) PUEBLO WATER FACILITY.—

(A) IN GENERAL.—The term “Pueblo Water Facility” means—

(i) a portion of the Regional Water System that serves only water customers on Pueblo land; and

(ii) portions of a Pueblo water system in existence on the date of enactment of this Act that serve water customers on non-Pueblo land, also in existence on the date of enactment of this Act, or their successors, that are—

(I) depicted in the final project design, as modified by the drawings reflecting the completed Regional Water System; and

(II) described in the Operating Agreement.

(B) INCLUSIONS.—The term “Pueblo Water Facility” includes—

(i) the barrier dam and infiltration project on the Rio Pojoaque described in the Engineering Report; and

(ii) the Tesuque Pueblo infiltration pond described in the Engineering Report.

(18) REGIONAL WATER SYSTEM.—

(A) IN GENERAL.—The term “Regional Water System” means the Regional Water System described in section 611(a).

H. R. 4783—74

(B) EXCLUSIONS.—The term “Regional Water System” does not include the County or Pueblo water supply delivered through the Regional Water System.

(19) SAN JUAN-CHAMA PROJECT.—The term “San Juan-Chama Project” means the Project authorized by section 8 of the Act of June 13, 1962 (76 Stat. 96, 97), and the Act of April 11, 1956 (70 Stat. 105).

(20) SAN JUAN-CHAMA PROJECT ACT.—The term “San Juan-Chama Project Act” means sections 8 through 18 of the Act of June 13, 1962 (76 Stat. 96, 97).

(21) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(22) SETTLEMENT AGREEMENT.—The term “Settlement Agreement” means the agreement among the State, the Pueblos, the United States, the County, and the City dated January 19, 2006, and signed by all of the government parties to the Settlement Agreement (other than the United States) on May 3, 2006, as amended in conformity with this title.

(23) STATE.—The term “State” means the State of New Mexico.

Subtitle A—Pojoaque Basin Regional Water System

SEC. 611. AUTHORIZATION OF REGIONAL WATER SYSTEM.

(a) IN GENERAL.—The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct a regional water system in accordance with the Settlement Agreement, to be known as the “Regional Water System”—

(1) to divert and distribute water to the Pueblos and to the County Water Utility, in accordance with the Engineering Report; and

(2) that consists of—

(A) surface water diversion facilities at San Ildefonso Pueblo on the Rio Grande; and

(B) any treatment, transmission, storage and distribution facilities and wellfields for the County Distribution System and Pueblo Water Facilities that are necessary to supply 4,000 acre-feet of water within the Pojoaque Basin, unless modified in accordance with subsection (d)(2).

(b) FINAL PROJECT DESIGN.—The Secretary shall issue a final project design within 90 days of completion of the environmental compliance described in section 616 for the Regional Water System that—

(1) is consistent with the Engineering Report; and

(2) includes a description of any Pueblo Water Facilities.

(c) ACQUISITION OF LAND; WATER RIGHTS.—

(1) ACQUISITION OF LAND.—Upon request, and in exchange for the funding which shall be provided in section 617(c), the Pueblos shall consent to the grant of such easements and rights-of-way as may be necessary for the construction of the Regional Water System at no cost to the Secretary. To the extent that the State or County own easements or rights-of-way that may be used for construction of the Regional Water System, the State or County shall provide that land or interest in land as necessary for construction at no cost to the Secretary.

H. R. 4783—75

The Secretary shall acquire any other land or interest in land that is necessary for the construction of the Regional Water System.

(2) WATER RIGHTS.—The Secretary shall not condemn water rights for purposes of the Regional Water System.

(d) CONDITIONS FOR CONSTRUCTION.—

(1) IN GENERAL.—The Secretary shall not begin construction of the Regional Water System facilities until the date on which—

(A) the Secretary executes—

(i) the Settlement Agreement; and

(ii) the Cost-Sharing and System Integration Agreement; and

(B) the State and the County have entered into an agreement with the Secretary to contribute the non-Federal share of the costs of the construction in accordance with the Cost-Sharing and System Integration Agreement.

(2) MODIFICATIONS TO REGIONAL WATER SYSTEM.—

(A) IN GENERAL.—The State and the County, in agreement with the Pueblos, the City, and other signatories to the Cost-Sharing and System Integration Agreement, may modify the extent, size, and capacity of the County Distribution System as set forth in the Cost-Sharing and System Integration Agreement.

(B) EFFECT.—A modification under subparagraph (A)—

(i) shall not affect implementation of the Settlement Agreement so long as the provisions in section 623 are satisfied; and

(ii) may result in an adjustment of the State and County cost-share allocation as set forth in the Cost-Sharing and System Integration Agreement.

(e) APPLICABLE LAW.—The Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.) shall not apply to the design and construction of the Regional Water System.

(f) CONSTRUCTION COSTS.—

(1) PUEBLO WATER FACILITIES.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the expenditures of the Secretary to construct the Pueblo Water Facilities under this section shall not exceed \$106,400,000.

(B) EXCEPTION.—The amount described in subparagraph (A) shall be increased or decreased, as appropriate, based on ordinary fluctuations in construction costs since October 1, 2006, as determined using applicable engineering cost indices.

(2) COSTS TO PUEBLO.—The costs incurred by the Secretary in carrying out activities to construct the Pueblo Water Facilities under this section shall not be reimbursable to the United States.

(3) COUNTY DISTRIBUTION SYSTEM.—As a condition of the Secretary using the funds made available pursuant to section 617(a)(1), the costs of constructing the County Distribution System shall be a State and local expense pursuant to the Cost-Sharing and System Integration Agreement.

(g) INITIATION OF DISCUSSIONS.—

(1) IN GENERAL.—If the Secretary determines that the cost of constructing the Regional Water System exceed the amounts

H. R. 4783—76

described in the Cost-Sharing and System Integration Agreement for construction of the Regional Water System and would necessitate funds in excess of the amount made available pursuant to section 617(a)(1), the Secretary shall initiate negotiations with the parties to the Cost-Sharing and System Integration Agreement for an agreement regarding non-Federal contributions to ensure that the Regional Water System can be completed as required by section 623(e).

(2) JOINT RESPONSIBILITIES.—The United States shall not bear the entire amount of any cost overrun, nor shall the State be responsible to pay any amounts in addition to the amounts specified in the Cost-Sharing and System Integration Agreement.

(h) CONVEYANCE OF REGIONAL WATER SYSTEM FACILITIES.—

(1) IN GENERAL.—Subject to paragraph (2), on completion of the construction of the Regional Water System as defined in section 623(e), the Secretary, in accordance with the Operating Agreement, shall convey to—

(A) each Pueblo the portion of any Pueblo Water Facility that is located within the boundaries of the Pueblo, including any land or interest in land located within the boundaries of the Pueblo that is acquired by the United States for the construction of the Pueblo Water Facility;

(B) the County the County Distribution System, including any land or interest in land acquired by the United States for the construction of the County Distribution System; and

(C) the Authority any portions of the Regional Water System that remain after making the conveyances under subparagraphs (A) and (B), including any land or interest in land acquired by the United States for the construction of the portions of the Regional Water System.

(2) CONDITIONS FOR CONVEYANCE.—The Secretary shall not convey any portion of the Regional Water System facilities under paragraph (1) until the date on which—

(A) construction of the Regional Water System is substantially complete, as defined in section 623(e); and

(B) the Operating Agreement is executed in accordance with section 612.

(3) SUBSEQUENT CONVEYANCE.—On conveyance by the Secretary under paragraph (1), the Pueblos, the County, and the Authority shall not reconvey any portion of the Regional Water System conveyed to the Pueblos, the County, and the Authority, respectively, unless the reconveyance is authorized by an Act of Congress enacted after the date of enactment of this Act.

(4) INTEREST OF THE UNITED STATES.—On conveyance of a portion of the Regional Water System under paragraph (1), the United States shall have no further right, title, or interest in and to the portion of the Regional Water System conveyed.

(5) ADDITIONAL CONSTRUCTION.—On conveyance of a portion of the Regional Water System under paragraph (1), the Pueblos, County, or the Authority, as applicable, may, at the expense of the Pueblos, County, or the Authority, construct any additional infrastructure that is necessary to fully use the water delivered by the Regional Water System.

(6) TAXATION.—Conveyance of title to any portion of the Regional Water System, the Pueblo Water Facilities, or the

H. R. 4783—77

County Distribution System under paragraph (1) does not waive or alter any applicable Federal law prohibiting taxation of such facilities or the underlying land.

(7) LIABILITY.—

(A) IN GENERAL.—Effective on the date of conveyance of any land or facility under this section, the United States shall not be held liable by any court for damages of any kind arising out of any act, omission, or occurrence relating to the land and facilities conveyed, other than damages caused by acts of negligence by the United States, or by employees or agents of the United States, prior to the date of conveyance.

(B) TORT CLAIMS.—Nothing in this section increases the liability of the United States beyond the liability provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

(8) EFFECT.—Nothing in any transfer of ownership provided or any conveyance thereto as provided in this section shall extinguish the right of any Pueblo, the County, or the Regional Water Authority to the continuous use and benefit of each easement or right of way for the use, operation, maintenance, repair, and replacement of Pueblo Water Facilities, the County Distribution System or the Regional Water System or for wastewater purposes as provided in the Cost-Sharing and System Integration Agreement.

SEC. 612. OPERATING AGREEMENT.

(a) IN GENERAL.—The Pueblos and the County shall submit to the Secretary an executed Operating Agreement for the Regional Water System that is consistent with this title, the Settlement Agreement, and the Cost-Sharing and System Integration Agreement not later than 180 days after the later of—

(1) the date of completion of environmental compliance and permitting; or

(2) the date of issuance of a final project design for the Regional Water System under section 611(b).

(b) APPROVAL.—The Secretary shall approve or disapprove the Operating Agreement within a reasonable period of time after the Pueblos and the County submit the Operating Agreement described in subsection (a) and upon making a determination that the Operating Agreement is consistent with this title, the Settlement Agreement, and the Cost-Sharing and System Integration Agreement.

(c) CONTENTS.—The Operating Agreement shall include—

(1) provisions consistent with the Settlement Agreement and the Cost-Sharing and System Integration Agreement and necessary to implement the intended benefits of the Regional Water System described in those documents;

(2) provisions for—

(A) the distribution of water conveyed through the Regional Water System, including a delineation of—

(i) distribution lines for the County Distribution System;

(ii) distribution lines for the Pueblo Water Facilities; and

(iii) distribution lines that serve both—

(I) the County Distribution System; and

(II) the Pueblo Water Facilities;

H. R. 4783—78

(B) the allocation of the Regional Water System capacity;

(C) the terms of use of unused water capacity in the Regional Water System;

(D) terms of interim use of County unused capacity, in accordance with section 614(d);

(E) the construction of additional infrastructure and the acquisition of associated rights-of-way or easements necessary to enable any of the Pueblos or the County to fully use water allocated to the Pueblos or the County from the Regional Water System, including provisions addressing when the construction of such additional infrastructure requires approval by the Authority;

(F) the allocation and payment of annual operation, maintenance, and replacement costs for the Regional Water System, including the portions of the Regional Water System that are used to treat, transmit, and distribute water to both the Pueblo Water Facilities and the County Water Utility;

(G) the operation of wellfields located on Pueblo land;

(H) the transfer of any water rights necessary to provide the Pueblo water supply described in section 613(a);

(I) the operation of the Regional Water System with respect to the water supply, including the allocation of the water supply in accordance with section 3.1.8.4.2 of the Settlement Agreement so that, in the event of a shortage of supply to the Regional Water System, the supply to each of the Pueblos' and to the County's distribution system shall be reduced on a pro rata basis, in proportion to each distribution system's most current annual use; and

(J) dispute resolution; and

(3) provisions for operating and maintaining the Regional Water System facilities before and after conveyance under section 611(h), including provisions to—

(A) ensure that—

(i) the operation of, and the diversion and conveyance of water by, the Regional Water System is in accordance with the Settlement Agreement;

(ii) the wells in the Regional Water System are used in conjunction with the surface water supply of the Regional Water System to ensure a reliable firm supply of water to all users of the Regional Water System, consistent with the intent of the Settlement Agreement that surface supplies will be used to the maximum extent feasible;

(iii) the respective obligations regarding delivery, payment, operation, and management are enforceable; and

(iv) the County has the right to serve any new water users located on non-Pueblo land in the Pojoaque Basin; and

(B) allow for any aquifer storage and recovery projects that are approved by the Office of the New Mexico State Engineer.

H. R. 4783—79

(d) EFFECT.—Nothing in this title precludes the Operating Agreement from authorizing phased or interim operations if the Regional Water System is constructed in phases.

SEC. 613. ACQUISITION OF PUEBLO WATER SUPPLY FOR REGIONAL WATER SYSTEM.

(a) IN GENERAL.—For the purpose of providing a reliable firm supply of water from the Regional Water System for the Pueblos in accordance with the Settlement Agreement, the Secretary, on behalf of the Pueblos, shall—

(1) acquire water rights to—

(A) 302 acre-feet of Nambe reserved water described in section 2.6.2 of the Settlement Agreement; and

(B) 1141 acre-feet from water acquired by the County for water rights commonly referred to as “Top of the World” rights in the Aamodt Case;

(2) enter into a contract with the Pueblos for 1,079 acre-feet in accordance with section 11 of the San Juan-Chama Project Act; and

(3) by application to the State Engineer, seek approval to divert the water acquired and made available under paragraphs (1) and (2) at the points of diversion for the Regional Water System, consistent with the Settlement Agreement and the Cost-Sharing and System Integration Agreement.

(b) FORFEITURE.—The nonuse of the water supply secured by the Secretary for the Pueblos under subsection (a) shall in no event result in forfeiture, abandonment, relinquishment, or other loss thereof.

(c) TRUST.—The Pueblo water rights secured under subsection

(a) shall be held by the United States in trust for the Pueblos.

(d) APPLICABLE LAW.—The water supply made available pursuant to subsection (a)(2) shall be subject to the San Juan-Chama Project Act, and no preference shall be provided to the Pueblos as a result of subsection (c) with regard to the delivery or distribution of San Juan-Chama Project water or the management or operation of the San Juan-Chama Project.

(e) CONTRACT FOR SAN JUAN-CHAMA PROJECT WATER SUPPLY.—With respect to the contract for the water supply required by subsection (a)(2), such San Juan-Chama Project contract shall be pursuant to the following terms:

(1) WAIVERS.—Notwithstanding the provisions of the San Juan-Chama Project Act, or any other provision of law—

(A) the Secretary shall waive the entirety of the Pueblos’ share of the construction costs for the San Juan-Chama Project, and pursuant to that waiver, the Pueblos’ share of all construction costs for the San Juan-Chama Project, inclusive of both principal and interest, due from 1972 to the execution of the contract required by subsection (a)(2), shall be nonreimbursable;

(B) the Secretary’s waiver of each Pueblo’s share of the construction costs for the San Juan-Chama Project will not result in an increase in the pro rata shares of other San Juan-Chama Project water contractors, but such costs shall be absorbed by the United States Treasury or otherwise appropriated to the Department of the Interior; and

H. R. 4783—80

(C) the construction costs associated with any water made available from the San Juan-Chama Project which were determined nonreimbursable and nonreturnable pursuant to Public Law No. 88–293, 78 Stat. 171 (March 26, 1964), shall remain nonreimbursable and nonreturnable.

(2) TERMINATION.—The contract shall provide that it shall terminate only on—

(A) failure of the United States District Court for the District of New Mexico to enter a final decree for the Aamodt Case by the expiration date described in section 623(b), or within the time period of any extension of that deadline granted by the court; or

(B) entry of an order by the United States District Court for the District of New Mexico voiding the final decree and Settlement Agreement for the Aamodt Case pursuant to section 10.3 of the Settlement Agreement.

(f) LIMITATION.—The Secretary shall use the water supply secured under subsection (a) only for the purposes described in the Settlement Agreement.

(g) FULFILLMENT OF WATER SUPPLY ACQUISITION OBLIGATIONS.—Compliance with subsections (a) through (f) shall satisfy any and all obligations of the Secretary to acquire or secure a water supply for the Pueblos pursuant to the Settlement Agreement.

(h) RIGHTS OF PUEBLOS IN SETTLEMENT AGREEMENT UNAFFECTED.—Notwithstanding the provisions of subsections (a) through (g), the Pueblos, the County or the Regional Water Authority may acquire any additional water rights to ensure all parties to the Settlement Agreement receive the full allocation of water provided by the Settlement Agreement and nothing in this title amends or modifies the quantities of water allocated to the Pueblos thereunder.

SEC. 614. DELIVERY AND ALLOCATION OF REGIONAL WATER SYSTEM CAPACITY AND WATER.

(a) ALLOCATION OF REGIONAL WATER SYSTEM CAPACITY.—

(1) IN GENERAL.—The Regional Water System shall have the capacity to divert from the Rio Grande a quantity of water sufficient to provide—

(A) up to 4,000 acre-feet of consumptive use of water;

and

(B) the requisite peaking capacity described in—

(i) the Engineering Report; and

(ii) the final project design.

(2) ALLOCATION TO THE PUEBLOS AND COUNTY WATER UTILITY.—Of the capacity described in paragraph (1)—

(A) there shall be allocated to the Pueblos—

(i) sufficient capacity for the conveyance of 2,500 acre-feet consumptive use; and

(ii) the requisite peaking capacity for the quantity of water described in clause (i); and

(B) there shall be allocated to the County Water Utility—

(i) sufficient capacity for the conveyance of up to 1,500 acre-feet consumptive use; and

(ii) the requisite peaking capacity for the quantity of water described in clause (i).

H. R. 4783—81

- (3) APPLICABLE LAW.—Water shall be allocated to the Pueblos and the County Water Utility under this subsection in accordance with—
- (A) this subtitle;
 - (B) the Settlement Agreement; and
 - (C) the Operating Agreement.
- (b) DELIVERY OF REGIONAL WATER SYSTEM WATER.—The Authority shall deliver water from the Regional Water System—
- (1) to the Pueblos water in a quantity sufficient to allow full consumptive use of up to 2,500 acre-feet per year of water rights by the Pueblos in accordance with—
 - (A) the Settlement Agreement;
 - (B) the Operating Agreement; and
 - (C) this subtitle; and
 - (2) to the County water in a quantity sufficient to allow full consumptive use of up to 1,500 acre-feet per year of water rights by the County Water Utility in accordance with—
 - (A) the Settlement Agreement;
 - (B) the Operating Agreement; and
 - (C) this subtitle.
- (c) ADDITIONAL USE OF ALLOCATION QUANTITY AND UNUSED CAPACITY.—The Regional Water System may be used to—
- (1) provide for use of return flow credits to allow for full consumptive use of the water allocated in the Settlement Agreement to each of the Pueblos and to the County; and
 - (2) convey water allocated to one of the Pueblos or the County Water Utility for the benefit of another Pueblo or the County Water Utility or allow use of unused capacity by each other through the Regional Water System in accordance with an intergovernmental agreement between the Pueblos, or between a Pueblo and County Water Utility, as applicable, if—
 - (A) such intergovernmental agreements are consistent with the Operating Agreement, the Settlement Agreement, and this title;
 - (B) capacity is available without reducing water delivery to any Pueblo or the County Water Utility in accordance with the Settlement Agreement, unless the County Water Utility or Pueblo contracts for a reduction in water delivery or Regional Water System capacity;
 - (C) the Pueblo or County Water Utility contracting for use of the unused capacity or water has the right to use the water under applicable law; and
 - (D) any agreement for the use of unused capacity or water provides for payment of the operation, maintenance, and replacement costs associated with the use of capacity or water.
- (d) INTERIM USE OF COUNTY CAPACITY.—In accordance with section 9.6.4 of the Settlement Agreement, the County may use unused capacity and water rights of the County Water Utility to supply water within the County outside of the Pojoaque Basin—
- (1) on approval by the State and the Authority; and
 - (2) subject to the issuance of a permit by the New Mexico State Engineer.

H. R. 4783—82

SEC. 615. AAMODT SETTLEMENT PUEBLOS' FUND.

(a) **ESTABLISHMENT OF THE AAMODT SETTLEMENT PUEBLOS' FUND.**—There is established in the Treasury of the United States a fund, to be known as the “Aamodt Settlement Pueblos' Fund,” consisting of—

(1) such amounts as are made available to the Fund under section 617(c) or other authorized sources; and

(2) any interest earned from investment of amounts in the Fund under subsection (b).

(b) **MANAGEMENT OF THE FUND.**—The Secretary shall manage the Fund, invest amounts in the Fund, and make amounts available from the Fund for distribution to the Pueblos in accordance with—

(1) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

(2) this title.

(c) **INVESTMENT OF THE FUND.**—On the date on which the waivers become effective as set forth in section 623(d), the Secretary shall invest amounts in the Fund in accordance with—

(1) the Act of April 1, 1880 (25 U.S.C. 161);

(2) the first section of the Act of June 24, 1938 (25 U.S.C. 162a); and

(3) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(d) **TRIBAL MANAGEMENT PLAN.**—

(1) **IN GENERAL.**—A Pueblo may withdraw all or part of the Pueblo's portion of the Fund on approval by the Secretary of a tribal management plan as described in the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(2) **REQUIREMENTS.**—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the tribal management plan shall require that a Pueblo spend any amounts withdrawn from the Fund in accordance with the purposes described in section 617(c).

(3) **ENFORCEMENT.**—The Secretary may take judicial or administrative action to enforce the provisions of any tribal management plan to ensure that any amounts withdrawn from the Fund under an approved tribal management plan are used in accordance with this subtitle.

(4) **LIABILITY.**—If a Pueblo or the Pueblos exercise the right to withdraw amounts from the Fund, neither the Secretary nor the Secretary of the Treasury shall retain any liability for the expenditure or investment of the amounts withdrawn.

(5) **EXPENDITURE PLAN.**—

(A) **IN GENERAL.**—The Pueblos shall submit to the Secretary for approval an expenditure plan for any portion of the amounts in the Fund that the Pueblos do not withdraw under this subsection.

(B) **DESCRIPTION.**—The expenditure plan shall describe the manner in which, and the purposes for which, amounts remaining in the Fund will be used.

(C) **APPROVAL.**—On receipt of an expenditure plan under subparagraph (A), the Secretary shall approve the plan if the Secretary determines that the plan is reasonable

H. R. 4783—83

and consistent with this title, the Settlement Agreement, and the Cost-Sharing and System Integration Agreement.

(D) ANNUAL REPORT.—The Pueblos shall submit to the Secretary an annual report that describes all expenditures from the Fund during the year covered by the report.

(6) NO PER CAPITA PAYMENTS.—No part of the principal of the Fund, or the interest or income accruing on the principal shall be distributed to any member of a Pueblo on a per capita basis.

(7) AVAILABILITY OF AMOUNTS FROM THE FUND.—

(A) APPROVAL OF SETTLEMENT AGREEMENT.—

(i) IN GENERAL.—Except as provided in clause (ii), amounts made available under section 617(c)(1), or from other authorized sources, shall be available for expenditure or withdrawal only after the publication of the statement of findings required by section 623(a)(1).

(ii) EXCEPTION.—Notwithstanding clause (i), the amounts described in that clause may be expended before the date of publication of the statement of findings under section 623(a)(1) for any activity that is more cost-effective when implemented in conjunction with the construction of the Regional Water System, as determined by the Secretary.

(B) COMPLETION OF CERTAIN PORTIONS OF REGIONAL WATER SYSTEM.—Amounts made available under section 617(c)(1) or from other authorized sources shall be available for expenditure or withdrawal only after those portions of the Regional Water System described in section 1.5.24 of the Settlement Agreement have been declared substantially complete by the Secretary.

SEC. 616. ENVIRONMENTAL COMPLIANCE.

(a) IN GENERAL.—In carrying out this subtitle, the Secretary shall comply with each law of the Federal Government relating to the protection of the environment, including—

(1) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and

(2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(b) NATIONAL ENVIRONMENTAL POLICY ACT.—Nothing in this title affects the outcome of any analysis conducted by the Secretary or any other Federal official under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

SEC. 617. FUNDING.

(a) REGIONAL WATER SYSTEM.—

(1) FUNDING.—

(A) MANDATORY APPROPRIATION.—Subject to paragraph (5), out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary for the planning, design, and construction of the Regional Water System and the conduct of environmental compliance activities under section 616 an amount not to exceed \$56,400,000, as adjusted under paragraph (4), for the period of fiscal years 2011 through 2016, to remain available until expended.

H. R. 4783—84

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amount made available under subparagraph (A), there is authorized to be appropriated to the Secretary for the planning, design, and construction of the Regional Water System and the conduct of environmental compliance activities under section 616 \$50,000,000, as adjusted under paragraph (4), for the period of fiscal years 2011 through 2024.

(2) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this title the funds transferred under paragraph (1)(A), without further appropriation, to remain available until expended.

(3) PRIORITY OF FUNDING.—Of the amounts made available under paragraph (1), the Secretary shall give priority to funding—

(A) the construction of the San Ildefonso portion of the Regional Water System, consisting of—

(i) the surface water diversion, treatment, and transmission facilities at San Ildefonso Pueblo; and

(ii) the San Ildefonso Pueblo portion of the Pueblo Water Facilities; and

(B) that part of the Regional Water System providing 475 acre-feet to Pojoaque Pueblo pursuant to section 2.2 of the Settlement Agreement.

(4) ADJUSTMENT.—The amounts made available under paragraph (1) shall be adjusted annually to account for increases in construction costs since October 1, 2006, as determined using applicable engineering cost indices.

(5) LIMITATIONS.—

(A) IN GENERAL.—No amounts shall be made available under paragraph (1) for the construction of the Regional Water System until the date on which the United States District Court for the District of New Mexico issues an order approving the Settlement Agreement.

(B) RECORD OF DECISION.—No amounts made available under paragraph (1) shall be expended for construction unless the record of decision issued by the Secretary after completion of an environmental impact statement provides for a preferred alternative that is in substantial compliance with the proposed Regional Water System, as defined in the Engineering Report.

(b) ACQUISITION OF WATER RIGHTS.—

(1) IN GENERAL.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary for the acquisition of the water rights under section 613(a)(1)(B) \$5,400,000.

(2) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this title the funds transferred under paragraph (1), without further appropriation, to remain available until expended.

(c) AAMODT SETTLEMENT PUEBLOS' FUND.—

(1) FUNDING.—

(A) MANDATORY APPROPRIATIONS.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary the following amounts for the period of fiscal years 2011 through 2015:

H. R. 4783—85

(i) \$15,000,000, as adjusted according to the CPI Urban Index beginning on October 1, 2006, which shall be allocated to the Pueblos, in accordance with section 2.7.1 of the Settlement Agreement, for the rehabilitation, improvement, operation, maintenance, and replacement of the agricultural delivery facilities, waste water systems, and other water-related infrastructure of the applicable Pueblo.

(ii) \$5,000,000, as adjusted according to the CPI Urban Index beginning on January 1, 2011, and any interest on that amount, which shall be allocated to the Pueblo of Nambe only for the acquisition land, other real property interests, or economic development for the Nambe reserved water rights in accordance with section 613(a)(1)(A).

(B) AUTHORIZATION OF APPROPRIATIONS.—In addition to the amounts made available under clauses (i) and (ii) of subparagraph (A), respectively, there are authorized to be appropriated to the Secretary for the period of fiscal years 2011 through 2024, \$37,500,000 to assist the Pueblos in paying the Pueblos' share of the cost of operating, maintaining, and replacing the Pueblo Water Facilities and the Regional Water System.

(2) OPERATION, MAINTENANCE, AND REPLACEMENT COSTS.—

(A) IN GENERAL.—Prior to conveyance of the Regional Water System pursuant to section 611, the Secretary is authorized to and shall pay any operation, maintenance, and replacement costs associated with the Pueblo Water Facilities or the Regional Water System, up to the amount made available under subparagraph (B).

(B) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Secretary to carry out subparagraph (A) \$5,000,000.

(C) OBLIGATION OF FEDERAL GOVERNMENT AFTER COMPLETION.—After the date on which construction of the Regional Water System is completed and the amounts required to be deposited in the Aamodt Settlement Pueblos' Fund pursuant to paragraph (1) have been deposited by the Federal Government—

(i) the Federal Government shall have no obligation to pay for the operation, maintenance, and replacement costs associated with the Pueblo Water Facilities or the Regional Water System; and

(ii) the authorization for the Secretary to expend funds for the operation, maintenance, and replacement costs of those systems under subparagraph (A) shall expire.

(3) RECEIPT AND ACCEPTANCE.—The Secretary shall be entitled to receive, shall accept, and shall use to carry out this title the funds transferred under paragraphs (1)(A), without further appropriation, to remain available until expended or until the authorization for the Secretary to expend funds pursuant to paragraph (2) expires.

H. R. 4783—86

Subtitle B—Pojoaque Basin Indian Water Rights Settlement

SEC. 621. SETTLEMENT AGREEMENT AND CONTRACT APPROVAL.

(a) APPROVAL.—To the extent the Settlement Agreement and the Cost-Sharing and System Integration Agreement do not conflict with this title, the Settlement Agreement and the Cost-Sharing and System Integration Agreement (including any amendments to the Settlement Agreement and the Cost-Sharing and System Integration Agreement that are executed to make the Settlement Agreement or the Cost-Sharing and System Integration Agreement consistent with this title) are authorized, ratified, and confirmed.

(b) EXECUTION.—To the extent the Settlement Agreement and the Cost-Sharing and System Integration Agreement do not conflict with this title, the Secretary shall execute the Settlement Agreement and the Cost-Sharing and System Integration Agreement (including any amendments that are necessary to make the Settlement Agreement or the Cost-Sharing and System Integration Agreement consistent with this title).

(c) AUTHORITIES OF THE PUEBLOS.—

(1) IN GENERAL.—Each of the Pueblos may enter into leases or contracts to exchange water rights or to forebear undertaking new or expanded water uses for water rights recognized in section 2.1 of the Settlement Agreement for use within the Pojoaque Basin, in accordance with the other limitations of section 2.1.5 of the Settlement Agreement, provided that section 2.1.5 is amended accordingly.

(2) APPROVAL BY SECRETARY.—Consistent with the Settlement Agreement, the Secretary shall approve or disapprove a lease or contract entered into under paragraph (1).

(3) PROHIBITION ON PERMANENT ALIENATION.—No lease or contract under paragraph (1) shall be for a term exceeding 99 years, nor shall any such lease or contract provide for permanent alienation of any portion of the water rights made available to the Pueblos under the Settlement Agreement.

(4) APPLICABLE LAW.—Section 2116 of the Revised Statutes (25 U.S.C. 177) shall not apply to any lease or contract entered into under paragraph (1).

(5) LEASING OR MARKETING OF WATER SUPPLY.—The water supply provided on behalf of the Pueblos pursuant to section 613(a)(1) may only be leased or marketed by any of the Pueblos pursuant to the intergovernmental agreements described in section 614(c)(2).

(d) AMENDMENTS TO CONTRACTS.—The Secretary shall amend the contracts relating to the Nambe Falls Dam and Reservoir that are necessary to use water supplied from the Nambe Falls Dam and Reservoir in accordance with the Settlement Agreement.

SEC. 622. ENVIRONMENTAL COMPLIANCE.

(a) EFFECT OF EXECUTION OF SETTLEMENT AGREEMENT.—The execution of the Settlement Agreement under section 611(b) shall not constitute a major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(b) COMPLIANCE WITH ENVIRONMENTAL LAWS.—In carrying out this title, the Secretary shall comply with each law of the Federal

H. R. 4783—87

Government relating to the protection of the environment, including—

- (1) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); and
- (2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

SEC. 623. CONDITIONS PRECEDENT AND ENFORCEMENT DATE.

(a) CONDITIONS PRECEDENT.—

(1) IN GENERAL.—Upon the fulfillment of the conditions precedent described in paragraph (2), the Secretary shall publish in the Federal Register by September 15, 2017, a statement of findings that the conditions have been fulfilled.

(2) REQUIREMENTS.—The conditions precedent referred to in paragraph (1) are the conditions that—

(A) to the extent that the Settlement Agreement conflicts with this subtitle, the Settlement Agreement has been revised to conform with this subtitle;

(B) the Settlement Agreement, so revised, including waivers and releases pursuant to section 624, has been executed by the appropriate parties and the Secretary;

(C) Congress has fully appropriated, or the Secretary has provided from other authorized sources, all funds authorized by section 617, with the exception of subsection (a)(1) of that section;

(D) the Secretary has acquired and entered into appropriate contracts for the water rights described in section 613(a);

(E) for purposes of section 613(a), permits have been issued by the New Mexico State Engineer to the Regional Water Authority to change the points of diversion to the mainstem of the Rio Grande for the diversion and consumptive use of at least 2,381 acre-feet by the Pueblos as part of the water supply for the Regional Water System, subject to the conditions that—

(i) the permits shall be free of any condition that materially adversely affects the ability of the Pueblos or the Regional Water Authority to divert or use the Pueblo water supply described in section 613(a), including water rights acquired in addition to those described in section 613(a), in accordance with section 613(g); and

(ii) the Settlement Agreement shall establish the means to address any permit conditions to ensure the ability of the Pueblos to fully divert and consume at least 2,381 acre-feet as part of the water supply for the Regional Water System, including defining the conditions that will not constitute a material adverse affect;

(F) the State has enacted any necessary legislation and provided any funding that may be required under the Settlement Agreement;

(G) a partial final decree that sets forth the water rights and other rights to water to which the Pueblos are entitled under the Settlement Agreement and this subtitle and that substantially conforms to the Settlement

H. R. 4783—88

Agreement has been approved by the United States District Court for the District of New Mexico;

(H) a final decree that sets forth the water rights for all parties to the Aamodt Case and that substantially conforms to the Settlement Agreement has been approved by the United States District Court for the District of New Mexico; and

(I) the waivers and releases described in section 624 have been executed.

(b) EXPIRATION DATE.—If all the conditions precedent described in subsection (a)(2) have not been fulfilled by September 15, 2017—

(1) the Settlement Agreement shall no longer be effective;

(2) the waivers and releases described in the Settlement Agreement and section 624 shall not be effective;

(3) any unexpended Federal funds appropriated or made available to carry out the activities authorized by this title, together with any interest earned on those funds, any water rights or contracts to use water, and title to other property acquired or constructed with Federal funds appropriated or made available to carry out the activities authorized by this title shall be returned to the Federal Government, unless otherwise agreed to by the Pueblos and the United States and approved by Congress; and

(4) except for Federal funds used to acquire or develop property that is returned to the Federal Government under paragraph (3), the United States shall be entitled to set off any Federal funds appropriated or made available to carry out the activities authorized by this title that were expended or withdrawn, together with any interest accrued on those funds, against any claims against the United States—

(A) relating to water rights in the Pojoaque Basin asserted by any Pueblo that benefitted from the use of expended or withdrawn Federal funds; or

(B) in any future settlement of the Aamodt Case.

(c) ENFORCEMENT DATE.—The Settlement Agreement shall become enforceable beginning on the date on which the United States District Court for the District of New Mexico enters a partial final decree pursuant to subsection (a)(2)(G) and an Interim Administrative Order consistent with the Settlement Agreement.

(d) EFFECTIVENESS OF WAIVERS.—The waivers and releases executed pursuant to section 624 shall become effective as of the date that the Secretary publishes the notice required by subsection (a)(1).

(e) REQUIREMENTS FOR DETERMINATION OF SUBSTANTIAL COMPLETION OF THE REGIONAL WATER SYSTEM.—

(1) CRITERIA FOR SUBSTANTIAL COMPLETION OF REGIONAL WATER SYSTEM.—Subject to the provisions in section 611(d) concerning the extent, size, and capacity of the County Distribution System, the Regional Water System shall be determined to be substantially completed if the infrastructure has been constructed capable of—

(A) diverting, treating, transmitting, and distributing a supply of 2,500 acre-feet of water to the Pueblos; and

(B) diverting, treating, and transmitting the quantity of water specified in the Engineering Report to the County Distribution System.

H. R. 4783—89

(2) CONSULTATION.—On or after June 30, 2021, at the request of 1 or more of the Pueblos, the Secretary shall consult with the Pueblos and confer with the County and the State on whether the criteria in paragraph (1) for substantial completion of the Regional Water System have been met or will be met by June 30, 2024.

(3) WRITTEN DETERMINATION BY SECRETARY.—Not earlier than June 30, 2021, at the request of 1 or more of the Pueblos and after the consultation required by paragraph (2), the Secretary shall—

(A) determine whether the Regional Water System has been substantially completed based on the criteria described in paragraph (1); and

(B) submit a written notice of the determination under subparagraph (A) to—

- (i) the Pueblos;
- (ii) the County; and
- (iii) the State.

(4) RIGHT TO REVIEW.—

(A) IN GENERAL.—A determination by the Secretary under paragraph (3)(A) shall be considered to be a final agency action subject to judicial review by the Decree Court under sections 701 through 706 of title 5, United States Code.

(B) FAILURE TO MAKE TIMELY DETERMINATION.—

(i) IN GENERAL.—If a Pueblo requests a written determination under paragraph (3) and the Secretary fails to make such a written determination by the date described in clause (ii), there shall be a rebuttable presumption that the failure constitutes agency action unlawfully withheld or unreasonably delayed under section 706 of title 5, United States Code.

(ii) DATE.—The date referred to in clause (i) is the date that is the later of—

(I) the date that is 180 days after the date of receipt by the Secretary of the request by the Pueblo; and

(II) June 30, 2023.

(C) EFFECT OF TITLE.—Nothing in this title gives any Pueblo or Settlement Party the right to judicial review of a determination of the Secretary regarding whether the Regional Water System has been substantially completed except under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

(5) RIGHT TO VOID FINAL DECREE.—

(A) IN GENERAL.—Not later than June 30, 2024, on a determination by the Secretary, after consultation with the Pueblos, that the Regional Water System is not substantially complete, 1 or more of the Pueblos, or the United States acting on behalf of a Pueblo, shall have the right to notify the Decree Court of the determination.

(B) EFFECT.—The Final Decree shall have no force or effect on a finding by the Decree Court that a Pueblo, or the United States acting on behalf of a Pueblo, has submitted proper notification under subparagraph (A).

H. R. 4783—90

(f) VOIDING OF WAIVERS.—If the Final Decree is void under subsection (e)(5)—

(1) the Settlement Agreement shall no longer be effective;

(2) the waivers and releases executed pursuant to section 624 shall no longer be effective;

(3) any unexpended Federal funds appropriated or made available to carry out the activities authorized by this title, together with any interest earned on those funds, any water rights or contracts to use water, and title to other property acquired or constructed with Federal funds appropriated or made available to carry out the activities authorized by this title shall be returned to the Federal Government, unless otherwise agreed to by the Pueblos and the United States and approved by Congress; and

(4) except for Federal funds used to acquire or develop property that is returned to the Federal Government under paragraph (3), the United States shall be entitled to set off any Federal funds appropriated or made available to carry out the activities authorized by this title that were expended or withdrawn, together with any interest accrued on those funds, against any claims against the United States—

(A) relating to water rights in the Pojoaque Basin asserted by any Pueblo that benefitted from the use of expended or withdrawn Federal funds; or

(B) in any future settlement of the Aamodt Case.

(g) EXTENSION.—The dates in subsections (a)(1) and (b) may be extended if the parties to the Cost-Sharing and System Integration Agreement agree that an extension is reasonably necessary.

SEC. 624. WAIVERS AND RELEASES OF CLAIMS.

(a) CLAIMS BY THE PUEBLOS AND THE UNITED STATES.—In return for recognition of the Pueblos' water rights and other benefits, including waivers and releases by non-Pueblo parties, as set forth in the Settlement Agreement and this title, the Pueblos, on behalf of themselves and their members, and the United States acting in its capacity as trustee for the Pueblos are authorized to execute a waiver and release of—

(1) all claims for water rights in the Pojoaque Basin that the Pueblos, or the United States acting in its capacity as trustee for the Pueblos, asserted, or could have asserted, in any proceeding, including the Aamodt Case, up to and including the waiver effectiveness date identified in section 623(d), except to the extent that such rights are recognized in the Settlement Agreement or this title;

(2) all claims for water rights for lands in the Pojoaque Basin and for rights to use water in the Pojoaque Basin that the Pueblos, or the United States acting in its capacity as trustee for the Pueblos, might be able to otherwise assert in any proceeding not initiated on or before the date of enactment of this Act, except to the extent that such rights are recognized in the Settlement Agreement or this title;

(3) all claims for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water (including claims for injury to land resulting from such damages, losses, injuries, interference with, diversion, or taking) for land within the Pojoaque Basin that accrued at any time

H. R. 4783—91

up to and including the waiver effectiveness date identified in section 623(d);

(4) their defenses in the Aamodt Case to the claims previously asserted therein by other parties to the Settlement Agreement;

(5) all pending and future inter se challenges to the quantification and priority of water rights of non-Pueblo wells in the Pojoaque Basin, except as provided by section 2.8 of the Settlement Agreement;

(6) all pending and future inter se challenges against other parties to the Settlement Agreement;

(7) all claims for damages, losses, or injuries to water rights or claims of interference with, diversion or taking of water (including claims for injury to land resulting from such damages, losses, injuries, interference with, diversion, or taking of water) attributable to City of Santa Fe pumping of groundwater that has effects on the ground and surface water supplies of the Pojoaque Basin, provided that this waiver shall not be effective by the Pueblo of Tesuque unless there is a water resources agreement executed between the Pueblo of Tesuque and the City of Santa Fe; and

(8) all claims for damages, losses, or injuries to water rights or claims of interference with, diversion or taking of water (including claims for injury to land resulting from such damages, losses, injuries, interference with, diversion, or taking of water) attributable to County of Santa Fe pumping of groundwater that has effects on the ground and surface water supplies of the Pojoaque Basin.

(b) CLAIMS BY THE PUEBLOS AGAINST THE UNITED STATES.—The Pueblos, on behalf of themselves and their members, are authorized to execute a waiver and release of—

(1) all claims against the United States, its agencies, or employees, relating to claims for water rights in or water of the Pojoaque Basin or for rights to use water in the Pojoaque Basin that the United States acting in its capacity as trustee for the Pueblos asserted, or could have asserted, in any proceeding, including the Aamodt Case;

(2) all claims against the United States, its agencies, or employees relating to damages, losses, or injuries to water, water rights, land, or natural resources due to loss of water or water rights (including damages, losses or injuries to hunting, fishing, gathering or cultural rights due to loss of water or water rights; claims relating to interference with, diversion or taking of water or water rights; or claims relating to failure to protect, acquire, replace, or develop water, water rights or water infrastructure) within the Pojoaque Basin that first accrued at any time up to and including the waiver effectiveness date identified in section 623(d);

(3) all claims against the United States, its agencies, or employees for an accounting of funds appropriated by Acts, including the Act of December 22, 1927 (45 Stat. 2), the Act of March 4, 1929 (45 Stat. 1562), the Act of March 26, 1930 (46 Stat. 90), the Act of February 14, 1931 (46 Stat. 1115), the Act of March 4, 1931 (46 Stat. 1552), the Act of July 1, 1932 (47 Stat. 525), the Act of June 22, 1936 (49 Stat. 1757), the Act of August 9, 1937 (50 Stat. 564), and the Act of May 9, 1938 (52 Stat. 291), as authorized by the Pueblo

H. R. 4783—92

Lands Act of June 7, 1924 (43 Stat. 636), and the Pueblo Lands Act of May 31, 1933 (48 Stat. 108), and for breach of Trust relating to funds for water replacement appropriated by said Acts that first accrued before the date of enactment of this Act;

(4) all claims against the United States, its agencies, or employees relating to the pending litigation of claims relating to the Pueblos' water rights in the Aamodt Case; and

(5) all claims against the United States, its agencies, or employees relating to the negotiation, Execution or the adoption of the Settlement Agreement, exhibits thereto, the Partial Final Decree, the Final Decree, or this title.

(c) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—Notwithstanding the waivers and releases authorized in this title, the Pueblos on behalf of themselves and their members and the United States acting in its capacity as trustee for the Pueblos retain.—

(1) all claims for enforcement of the Settlement Agreement, the Cost-Sharing and System Integration Agreement, the Final Decree, including the Partial Final Decree, the San Juan-Chama Project contract between the Pueblos and the United States or this title;

(2) all rights to use and protect water rights acquired after the date of enactment of this Act;

(3) all rights to use and protect water rights acquired pursuant to state law to the extent not inconsistent with the Partial Final Decree, Final Decree, and the Settlement Agreement;

(4) all claims against persons other than Parties to the Settlement Agreement for damages, losses or injuries to water rights or claims of interference with, diversion or taking of water (including claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking of water) within the Pojoaque Basin arising out of activities occurring outside the Pojoaque Basin;

(5) all claims relating to activities affecting the quality of water including any claims the Pueblos may have under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) (including claims for damages to natural resources), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations implementing those laws;

(6) all claims against the United States relating to damages, losses, or injuries to land or natural resources not due to loss of water or water rights (including hunting, fishing, gathering or cultural rights);

(7) all claims for water rights from water sources outside the Pojoaque Basin for land outside the Pojoaque Basin owned by a Pueblo or held by the United States for the benefit of any of the Pueblos; and

(8) all rights, remedies, privileges, immunities, powers and claims not specifically waived and released pursuant to this title or the Settlement Agreement.

(d) EFFECT.—Nothing in the Settlement Agreement or this title—

H. R. 4783—93

(1) affects the ability of the United States acting in its sovereign capacity to take actions authorized by law, including any laws relating to health, safety, or the environment, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.), and the regulations implementing those laws;

(2) affects the ability of the United States to take actions acting in its capacity as trustee for any other Indian tribe or allottee; or

(3) confers jurisdiction on any State court to—

(A) interpret Federal law regarding health, safety, or the environment or determine the duties of the United States or other parties pursuant to such Federal law; or

(B) conduct judicial review of Federal agency action;

(e) TOLLING OF CLAIMS.—

(1) IN GENERAL.—Each applicable period of limitation and time-based equitable defense relating to a claim described in this section shall be tolled for the period beginning on the date of enactment of this Act and ending on June 30, 2021.

(2) EFFECT OF SUBSECTION.—Nothing in this subsection revives any claim or tolls any period of limitation or time-based equitable defense that expired before the date of enactment of this Act.

(3) LIMITATION.—Nothing in this section precludes the tolling of any period of limitations or any time-based equitable defense under any other applicable law.

SEC. 625. EFFECT.

Nothing in this title or the Settlement Agreement affects the land and water rights, claims, or entitlements to water of any Indian tribe, pueblo, or community other than the Pueblos.

SEC. 626. ANTIDEFICIENCY.

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this title (including any such obligation or activity under the Settlement Agreement) if adequate appropriations are not provided expressly by Congress to carry out the purposes of this title in the Reclamation Water Settlements Fund established under section 10501 of Public Law 111–11 or the “Emergency Fund for Indian Safety and Health” established by section 601(a) of the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008 (25 U.S.C. 443c(a)).

**TITLE VII—RECLAMATION WATER
SETTLEMENTS FUND**

SEC. 701. MANDATORY APPROPRIATION.

(a) IN GENERAL.—Notwithstanding any other provision of law, out of any funds in the Treasury not otherwise appropriated, for each of fiscal years 2012 through 2014, the Secretary of the Treasury shall transfer to the Secretary of the Interior \$60,000,000

H. R. 4783—94

for deposit in the Reclamation Water Settlements Fund established in section 10501 of Public Law 111–11.

(b) RECEIPT AND ACCEPTANCE.—Starting in fiscal year 2012, the Secretary of the Interior shall be entitled to receive, shall accept, and shall use to carry out subtitle B of title X of Public Law 111–11 the funds transferred under subsection (a), without further appropriation, to remain available until expended.

TITLE VIII—GENERAL PROVISIONS

Subtitle A—Unemployment Compensation Program Integrity

SEC. 801. COLLECTION OF PAST-DUE, LEGALLY ENFORCEABLE STATE DEBTS.

(a) UNEMPLOYMENT COMPENSATION DEBTS.—Section 6402(f) of the Internal Revenue Code of 1986 is amended—

(1) in the heading, by striking “RESULTING FROM FRAUD”;

(2) by striking paragraphs (3) and (8) and redesignating paragraphs (4) through (7) as paragraphs (3) through (6), respectively;

(3) in paragraph (3), as so redesignated—

(A) in subparagraph (A), by striking “by certified mail with return receipt”;

(B) in subparagraph (B), by striking “due to fraud” and inserting “is not a covered unemployment compensation debt”;

(C) in subparagraph (C), by striking “due to fraud” and inserting “is not a covered unemployment compensation debt”; and

(4) in paragraph (4), as so redesignated—

(A) in subparagraph (A)—

(i) by inserting “or the person’s failure to report earnings” after “due to fraud”; and

(ii) by striking “for not more than 10 years”; and

(B) in subparagraph (B)—

(i) by striking “due to fraud”; and

(ii) by striking “for not more than 10 years”.

(b) EFFECTIVE DATE.—The amendments made by this section shall apply to refunds payable under section 6402 of the Internal Revenue Code of 1986 on or after the date of the enactment of this Act.

SEC. 802. REPORTING OF FIRST DAY OF EARNINGS TO DIRECTORY OF NEW HIRES.

(a) ADDITION OF REQUIREMENT.—Section 453A(b)(1)(A) of the Social Security Act (42 U.S.C. 653a(b)(1)(A)) is amended by inserting “the date services for remuneration were first performed by the employee,” after “of the employee.”

(b) CONFORMING AMENDMENT REGARDING REPORTING FORMAT AND METHOD.—Section 453A(c) of the Social Security Act (42 U.S.C. 653a(c)) is amended by inserting “, to the extent practicable,” after “Each report required by subsection (b) shall”.

(c) EFFECTIVE DATE.—

H. R. 4783—95

(1) IN GENERAL.—Subject to paragraph (2), the amendments made by this section shall take effect 6 months after the date of the enactment of this Act.

(2) COMPLIANCE TRANSITION PERIOD.—If the Secretary of Health and Human Services determines that State legislation (other than legislation appropriating funds) is required in order for a State plan under part D of title IV of the Social Security Act to meet the additional requirements imposed by the amendment made by subsection (a), the plan shall not be regarded as failing to meet such requirements before the first day of the second calendar quarter beginning after the close of the first regular session of the State legislature that begins after the effective date of such amendment. If the State has a 2-year legislative session, each year of the session is deemed to be a separate regular session of the State legislature.

Subtitle B—TANF

SEC. 811. EXTENSION OF THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM.

(a) IN GENERAL.—Activities authorized by part A of title IV and section 1108(b) of the Social Security Act (other than the Emergency Contingency Fund for State Temporary Assistance for Needy Families Programs established under subsection (c) of section 403 of such Act) shall continue through September 30, 2011, in the manner authorized for fiscal year 2010, and out of any money in the Treasury of the United States not otherwise appropriated, there are hereby appropriated such sums as may be necessary for such purpose. Grants and payments may be made pursuant to this authority on a quarterly basis through fiscal year 2011 at the level provided for such activities for the corresponding quarter of fiscal year 2010, except that—

(1) in the case of healthy marriage promotion and responsible fatherhood grants under section 403(a)(2) of such Act, such grants and payments shall be made in accordance with the amendments made by subsection (b) of this section;

(2) in the case of supplemental grants under section 403(a)(3) of such Act—

(A) such grants and payments for the period beginning on October 1, 2010, and ending on December 3, 2010, shall not exceed the level provided for such grants and payments under the Continuing Appropriations Act, 2011; and

(B) such grants and payments for the period beginning on December 4, 2010, and ending on June 30, 2011, shall not exceed the amount equal to the difference between \$490,000,000 and such sums as are necessary for amounts obligated under section 403(b) of the Social Security Act on or after October 1, 2010, and before the date of enactment of this Act; and

(3) in the case of the Contingency Fund for State Welfare Programs established under section 403(b) of such Act, grants and payments may be made in the manner authorized for fiscal year 2010 through fiscal year 2012, in accordance with the amendments made by subsection (c) of this section.

H. R. 4783—96

(b) HEALTHY MARRIAGE PROMOTION AND RESPONSIBLE FATHERHOOD GRANTS.—Section 403(a)(2) of the Social Security Act (42 U.S.C. 603(a)(2)) is amended—

(1) in subparagraph (A)—

(A) in clause (i), by striking “and (C)” and inserting “, (C), and (E)”;

(B) in clause (ii), in the matter preceding subclause (I), by inserting “(or, in the case of an entity seeking funding to carry out healthy marriage promotion activities and activities promoting responsible fatherhood, a combined application that contains assurances that the entity will carry out such activities under separate programs and shall not combine any funds awarded to carry out either such activities)” after “an application”; and

(C) in clause (iii), by striking subclause (III) and inserting the following:

“(III) Marriage education, marriage skills, and relationship skills programs, that may include parenting skills, financial management, conflict resolution, and job and career advancement.”;

(2) in subparagraph (C)(i), by striking “\$50,000,000” and inserting “\$75,000,000”;

(3) by striking subparagraph (D) and inserting the following:

“(D) APPROPRIATION.—Out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for fiscal year 2011 for expenditure in accordance with this paragraph—

“(i) \$75,000,000 for awarding funds for the purpose of carrying out healthy marriage promotion activities; and

“(ii) \$75,000,000 for awarding funds for the purpose of carrying out activities promoting responsible fatherhood.

If the Secretary makes an award under subparagraph (B)(i) for fiscal year 2011, the funds for such award shall be taken in equal portion from the amounts appropriated under clauses (i) and (ii).”; and

(4) by adding at the end the following:

“(E) PREFERENCE.—In awarding funds under this paragraph for fiscal year 2011, the Secretary shall give preference to entities that were awarded funds under this paragraph for any prior fiscal year and that have demonstrated the ability to successfully carry out the programs funded under this paragraph.”.

(c) CONTINGENCY FUND.—Section 403(b)(2) of the Social Security Act (42 U.S.C. 603(b)(2)), as amended by section 131(b)(2)(A) of the Continuing Appropriations Act, 2011, is amended—

(1) by striking “\$506,000,000” and inserting “such sums as are necessary for amounts obligated on or after October 1, 2010, and before the date of enactment of the Claims Resolution Act of 2010.”; and

(2) by striking “, reduced” and all that follows up to the period.

(d) CONFORMING AMENDMENTS.—Section 403(a)(3) of the Social Security Act (42 U.S.C. 603(a)(3)), as amended by section 131(b)(1) of the Continuing Appropriations Act, 2011, is amended—

H. R. 4783—97

(1) in subparagraph (F)—

(A) by inserting “(or portion of a fiscal year)” after “a fiscal year”; and

(B) by inserting “(or portion of the fiscal year)” after “the fiscal year” each place it appears; and

(2) by striking clause (ii) of subparagraph (H) and inserting the following:

“(ii) subparagraph (G) shall be applied as if ‘fiscal year 2011’ were substituted for ‘fiscal year 2001’;”.

SEC. 812. MODIFICATIONS TO TANF DATA REPORTING.

(a) IN GENERAL.—Section 411 of the Social Security Act (42 U.S.C. 611) is amended by adding at the end the following new subsection:

“(c) PRE-REAUTHORIZATION STATE-BY-STATE REPORTS ON ENGAGEMENT IN ADDITIONAL WORK ACTIVITIES AND EXPENDITURES FOR OTHER BENEFITS AND SERVICES.—

“(1) STATE REPORTING REQUIREMENTS.—

“(A) REPORTING PERIODS AND DEADLINES.—Each eligible State shall submit to the Secretary the following reports:

“(i) MARCH 2011 REPORT.—Not later than May 31, 2011, a report for the period that begins on March 1, 2011, and ends on March 31, 2011, that contains the information specified in subparagraphs (B) and (C).

“(ii) APRIL-JUNE, 2011 REPORT.—Not later than August 31, 2011, a report for the period that begins on April 1, 2011, and ends on June 30, 2011, that contains with respect to the 3 months that occur during that period—

“(I) the average monthly numbers for the information specified in subparagraph (B); and

“(II) the information specified in subparagraph (C).

“(B) ENGAGEMENT IN ADDITIONAL WORK ACTIVITIES.—

“(i) With respect to each work-eligible individual in a family receiving assistance during a reporting period specified in subparagraph (A), whether the individual engages in any activities directed toward attaining self-sufficiency during a month occurring in a reporting period, and if so, the specific activities—

“(I) that do not qualify as a work activity under section 407(d) but that are otherwise reasonably calculated to help the family move toward self-sufficiency; or

“(II) that are of a type that would be counted toward the State participation rates under section 407 but for the fact that—

“(aa) the work-eligible individual did not engage in sufficient hours of the activity;

“(bb) the work-eligible individual has reached the maximum time limit allowed for having participation in the activity counted toward the State’s work participation rate; or

H. R. 4783—98

“(cc) the number of work-eligible individuals engaged in such activity exceeds a limitation under such section.

“(ii) Any other information that the Secretary determines appropriate with respect to the information required under clause (i), including if the individual has no hours of participation, the principal reason or reasons for such non-participation.

“(C) EXPENDITURES ON OTHER BENEFITS AND SERVICES.—

“(i) Detailed, disaggregated information regarding the types of, and amounts of, expenditures made by the State during a reporting period specified in subparagraph (A) using—

“(I) Federal funds provided under section 403 that are (or will be) reported by the State on Form ACF-196 (or any successor form) under the category of other expenditures or the category of benefits or services provided in accordance with the authority provided under section 404(a)(2); or

“(II) State funds expended to meet the requirements of section 409(a)(7) and reported by the State in the category of other expenditures on Form ACF-196 (or any successor form).

“(ii) Any other information that the Secretary determines appropriate with respect to the information required under clause (i).

“(2) PUBLICATION OF SUMMARY AND ANALYSIS OF ENGAGEMENT IN ADDITIONAL ACTIVITIES.—Concurrent with the submission of each report required under paragraph (1)(A), an eligible State shall publish on an Internet website maintained by the State agency responsible for administering the State program funded under this part (or such State-maintained website as the Secretary may approve)—

“(A) a summary of the information submitted in the report;

“(B) an analysis statement regarding the extent to which the information changes measures of total engagement in work activities from what was (or will be) reported by the State in the quarterly report submitted under subsection (a) for the comparable period; and

“(C) a narrative describing the most common activities contained in the report that are not countable toward the State participation rates under section 407.

“(3) APPLICATION OF AUTHORITY TO USE SAMPLING.—Subparagraph (B) of subsection (a)(1) shall apply to the reports required under paragraph (1) of this subsection in the same manner as subparagraph (B) of subsection (a)(1) applies to reports required under subparagraph (A) of subsection (a)(1).

“(4) SECRETARIAL REPORTS TO CONGRESS.—

“(A) MARCH 2011 REPORT.—Not later than June 30, 2011, the Secretary shall submit to Congress a report on the information submitted by eligible States for the March 2011 reporting period under paragraph (1)(A)(i). The report shall include a State-by-State summary and analysis of such information, identification of any States with missing or incomplete reports, and recommendations for such

H. R. 4783—99

administrative or legislative changes as the Secretary determines are necessary to require eligible States to report the information on a recurring basis.

“(B) APRIL-JUNE, 2011 REPORT.—Not later than September 30, 2011, the Secretary shall submit to Congress a report on the information submitted by eligible States for the April-June 2011 reporting period under paragraph (1)(A)(ii). The report shall include a State-by-State summary and analysis of such information, identification of any States with missing or incomplete reports, and recommendations for such administrative or legislative changes as the Secretary determines are necessary to require eligible States to report the information on a recurring basis.

“(5) AUTHORITY FOR EXPEDITIOUS IMPLEMENTATION.—The requirements of chapter 5 of title 5, United States Code (commonly referred to as the ‘Administrative Procedure Act’) or any other law relating to rulemaking or publication in the Federal Register shall not apply to the issuance of guidance or instructions by the Secretary with respect to the implementation of this subsection to the extent the Secretary determines that compliance with any such requirement would impede the expeditious implementation of this subsection.”.

(b) APPLICATION OF PENALTY FOR FAILURE TO FILE REPORT.—

(1) IN GENERAL.—Section 409(a)(2) of such Act (42 U.S.C. 609(a)(2)) is amended—

(A) by redesignating subparagraphs (A) and (B) as clauses (i) and (ii), respectively,

(B) by inserting before clause (i) (as redesignated by paragraph (1)), the following:

“(A) QUARTERLY REPORTS.—”;

(C) in clause (ii) of subparagraph (A) (as redesignated by paragraphs (1) and (2)), by striking “subparagraph (A)” and inserting “clause (i)”; and

(D) by adding at the end the following:

“(B) REPORT ON ENGAGEMENT IN ADDITIONAL WORK ACTIVITIES AND EXPENDITURES FOR OTHER BENEFITS AND SERVICES.—

“(i) IN GENERAL.—If the Secretary determines that a State has not submitted the report required by section 411(c)(1)(A)(i) by May 31, 2011, or the report required by section 411(c)(1)(A)(ii) by August 31, 2011, the Secretary shall reduce the grant payable to the State under section 403(a)(1) for the immediately succeeding fiscal year by an amount equal to not more than 4 percent of the State family assistance grant.

“(ii) RESCISSION OF PENALTY.—The Secretary shall rescind a penalty imposed on a State under clause (i) with respect to a report required by section 411(c)(1)(A) if the State submits the report not later than—

“(I) in the case of the report required under section 411(c)(1)(A)(i), June 15, 2011; and

“(II) in the case of the report required under section 411(c)(1)(A)(ii), September 15, 2011.

“(iii) PENALTY BASED ON SEVERITY OF FAILURE.—The Secretary shall impose a reduction under clause

H. R. 4783—100

(i) with respect to a fiscal year based on the degree of noncompliance.”

(2) APPLICATION OF REASONABLE CAUSE EXCEPTION.—Section 409(b)(2) of such Act (42 U.S.C. 609(b)(2)) is amended by inserting before the period the following: “and, with respect to the penalty under paragraph (2)(B) of subsection (a), shall only apply to the extent the Secretary determines that the reasonable cause for failure to comply with a requirement of that paragraph is as a result of a one-time, unexpected event, such as a widespread data system failure or a natural or man-made disaster”.

(3) NONAPPLICATION OF CORRECTIVE COMPLIANCE PLAN PROVISIONS.—Section 409(c)(4) of such Act (42 U.S.C. 609(c)(4)) is amended by inserting “(2)(B),” after “paragraph”.

Subtitle C—Customs User Fees; Continued Dumping and Subsidy Offset

SEC. 821. CUSTOMS USER FEES.

Section 13031(j)(3) of the Consolidated Omnibus Budget Reconciliation Act of 1985 (19 U.S.C. 58c(j)(3)) is amended—

(1) in subparagraph (A), by striking “December 10, 2018” and inserting “September 30, 2019”; and

(2) in subparagraph (B)(i), by striking “November 30, 2018” and inserting “September 30, 2019”.

SEC. 822. LIMITATION ON DISTRIBUTIONS RELATING TO REPEAL OF CONTINUED DUMPING AND SUBSIDY OFFSET.

Notwithstanding section 1701(b) of the Deficit Reduction Act of 2005 (Public Law 109–171; 120 Stat. 154 (19 U.S.C. 1675c note)) or any other provision of law, no payments shall be distributed under section 754 of the Tariff Act of 1930, as in effect on the day before the date of the enactment of such section 1701, with respect to the entries of any goods that are, on the date of the enactment of this Act—

(1) unliquidated; and

(2)(A) not in litigation; or

(B) not under an order of liquidation from the Department of Commerce.

Subtitle D—Emergency Fund for Indian Safety and Health

SEC. 831. EMERGENCY FUND FOR INDIAN SAFETY AND HEALTH.

Section 601 of the Tom Lantos and Henry J. Hyde United States Global Leadership Against HIV/ AIDS, Tuberculosis, and Malaria Reauthorization Act of 2008 (25 U.S.C. 443c) is amended—

(1) in subsection (b)(1), by striking “\$2,000,000,000” and inserting “\$1,602,619,000”; and

(2) in subsection (f)(2)(B), by striking “50 percent” and inserting “not more than \$602,619,000”.

H. R. 4783—101

Subtitle E—Rescission of Funds From WIC Program

SEC. 841. RESCISSION OF FUNDS FROM WIC PROGRAM.

Notwithstanding any other provision of law, of the amounts made available in appropriations Acts to provide grants to States under the special supplemental nutrition program for women, infants, and children established by section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), \$562,000,000 is rescinded.

Subtitle F—Budgetary Effects

SEC. 851. BUDGETARY EFFECTS.

The budgetary effects of this Act, for the purpose of complying with the Statutory Pay-As-You-Go-Act of 2010, shall be determined by reference to the latest statement titled “Budgetary Effects of PAYGO Legislation” for this Act, submitted for printing in the Congressional Record by the Chairman of the Senate Budget Committee, provided that such statement has been submitted prior to the vote on passage.

Speaker of the House of Representatives.

*Vice President of the United States and
President of the Senate.*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ON THE OCCASION OF THE PORTRAIT PRESENTATION CEREMONY FOR

THE HONORABLE JAMES ROBERTSON
UNITED STATES DISTRICT JUDGE

DECEMBER 8, 2009

CEREMONIAL COURTROOM
E. BARRETT PRETTYMAN UNITED STATES COURTHOUSE
WASHINGTON, D.C.

P R O C E E D I N G S

CHIEF JUDGE LAMBERTH: Good afternoon, ladies and gentlemen. I'm Royce Lamberth, Chief Judge of the United States District Court for the District of Columbia, and it's my pleasure to welcome all of you here today. The Court has convened this day for the purpose of receiving the portrait of our colleague, Judge James Robertson.

Before we begin, it's my pleasure to recognize the judges here today from the United States Court of Appeals for the D.C. Circuit, including our chief judge, Judge Tatel, and his colleagues; our colleagues from the D.C. Superior Court and the D.C. Court of Appeals; our special guest, the Attorney General of the United States, Eric Holder. I also want to welcome those who regularly appear before Judge Robertson: From the U.S. Attorney's Office, Channing Phillips, our acting United States Attorney and his assistants; the Federal Public Defender, A.J. Kramer and his assistants; the CJA Defense Bar; and the D.C. Attorney General's Office.

We welcome Judge Robertson's colleagues from the D.C. bar, the Council For Court Excellence, the Historical Society for the D.C. Circuit, the American College of Trial Lawyers, the Lawyers Committee For Civil Rights and Urban Affairs, the Princeton class of 1959, and especially those here from Judge Robertson's former law firm, Wilmer, Cutler, Pickering, Hale & Dorr.

Also here from two very powerful Washington institutions that fly beneath the radar are a group of women known only as the Farm Ladies, and all the members of the Oberdorfer Historical Salon, also known as the Book Club. Thank you all for coming.

I'm pleased especially to recognize Judge Robertson's family, who are here today. Among those present are his wife Berit. Where is she? There she is, okay. Their daughter Catherine, and her husband Adam Thurschwell; their grandchildren, Walter and Sophie Thurschwell; Judge Robertson's sister, Ellen Wallace, and her husband Dr. Donald Wallace; the Wallaces' daughter, Sarah Clark, and her husband Knox; and their son Donald Wallace, with his wife Laura and their brand new baby Josie. We welcome all of you to the court.

Finally, I would like to recognize in the courtroom the present and former law clerks of Judge Robertson, as well as the members of his staff, including his wonderful judicial assistant Marlene Taylor. And of course I would like to recognize the artist, Ms. Annette Polan. Thank you all for coming.

As I mentioned, we're here today to receive the portrait of Judge Robertson and to hear from a few of his friends and colleagues about the kind of man and judge he is. As chief judge, I can tell you I couldn't have hoped for a finer colleague to join me on this bench. Judge Robertson's reputation for fairness and integrity is well known and well

deserved. He's also one of the hardest working judges on our court, always willing to help out a colleague or take on a project that he thought would improve the judiciary.

A perfect example is the news that came out just a few hours ago. It gives me great pleasure to announce that on the very day of his portrait ceremony, Jim has brought the intractable Cobell Indian Trust litigation to settlement.

(Applause.)

Under the terms of the settlement, the government will create a \$1.4 billion accounting trust administration fund and a \$2 billion trust land consolidation fund. The settlement also creates a federal Indian education scholarship fund of up to \$60 million to improve access to higher education for Indian youth.

The settlement also includes a commitment by the federal government to appoint a commission that will oversee and monitor specific improvements in the Department of Interior's accounting for and management of individual Indian trust assets going forward. As someone intimately familiar with the case, I can tell you that Jim deserves a world of thanks for his tenacity and hard work in bringing this case to a resolution. This is a great day for America and a great day for all Native Americans.

Jim accomplished what I couldn't accomplish in over 10 years of trying, and that is to preside over a settlement of

one of the most complicated and difficult cases to ever be litigated in this court. Attorney General Holder and Associate Attorney General Tom Perrelli, who negotiated this settlement, are here.

Also present is Eloise Cobell, the representative of the hundreds of thousands of Indian class members who will benefit from this settlement, along with her attorneys, Dennis Gingold, Thaddeus Holt, Keith Harper, Bill Doris, David Smith, Elliott Levitas, and others from the Kilpatrick Stockton law firm. We're delighted that all of you could join us here today, and we commend you for all your hard work in making this settlement.

The settlement was a long time coming, and could not have been accomplished without the efforts of Jim Robertson. It's a settlement that should be approved by Congress, as it has to be. And I'm sure, after a fairness hearing, it can be approved by Jim as a fair and equitable settlement for Native Americans as well as the American people. I have to say that I have great admiration for Eloise Cobell and her team of lawyers, who spent year after year to accomplish what was announced today.

I also have to say that this Obama administration and this attorney general and associate attorney general have accomplished something that I dreamt about but was never sure would really happen. I offer my hardest congratulations to all

of you, but especially to Jim Robertson, without whom I doubt this could have been done.

At this time I would like to recognize our first speaker, our colleague, the Honorable Ellen S. Huvelle.

JUDGE HUVELLE: Good afternoon. Jim Robertson's family, friends, his former partners from Wilmer, the Attorney General of the United States, our colleagues from the Court of Appeals, judges and members of the District Court family, I am truly honored to share with you my thoughts about my friend Jim Robertson. Of the four judges who will speak this afternoon, I was chosen to go first because I am the youngest.

(Laughter.)

While Henry, Paul, and David will address Jim's many accomplishments as a lawyer and as a judge, and his important contributions these past 16 years to the judiciary and to this courthouse, I am hoping to paint a portrait of the person who in my mind is a man for all seasons.

Jim is my next door neighbor on the fourth floor of the Annex, and over the last 10 years Jeffrey and I have had the pleasure to spend time with both Jim and Berit on the Eastern Shore at dinners and bike rides, including occasional evenings with their gang of Schnapps-drinking Swedes, some of whom are here today.

When I arrived in the Court in 2000, I was fortunate enough to be given an office on the sixth floor of this

building, along with Judges Kessler, Friedman, Robertson, and Bryant, an astonishing array of judicial talent. I soon found myself gravitating toward Jim for advice and help, because unlike me, Jim was never hyper, nor was he too busy to talk about a legal problem, since no case was too difficult or too complex for him.

Jim is the only judge I know who is pleased to get a TRO late on a Friday night involving all the major drug manufacturers in this country. And who else among us would have actually volunteered to take the Cobell litigation after more than 10 years of litigation and nine trips to the Court of Appeals?

But nothing seems to faze Jim. He does it all effortlessly. My former partner Jack Vardaman told me this has always been the case. When they practiced law together in the '60s at Wilmer, Jack said about Jim, "He always exuded calm and confidence."

Despite his many talents, Jim is a modest man. When he asked me to speak, he wrote me an e-mail and said, "I am frankly uncomfortable casting myself as the center of any ceremony, but tradition must be served, so I am planning. Even if you are not sure yet whether you have anything nice to say about me, do let me know if December 8th is a problem for you."

It is easy to have nice things to say about Jim, and since his portrait is the reason that we are all here today, I

think it would not be inappropriate for me to remark on his good looks.

(Laughter.)

A surprising number of people comment on this, you know. Even Tom Hogan said, "Jim is a humble person. He has never sought recognition for all of his work. And beyond all that, he looks just like a judge should look."

At a bar convention session on women in the legal profession, according to a *Legal Times* article, Delissa Ridgeway who is now a judge in the court of international trade, pondered the image of a stereotypical Washington lawyer as "Someone who's tall, lanky, good-looking, a former Wilmer partner who is now on the bench."

A courtroom observer who was sent to critique Jim on behalf of the Council For Court Excellence said, "Judge Robertson could be a model for a good movie judge." But this observer was no shrinking violet, because she went on to criticize him for eating as he was stepping away from the podium, and gave him an 8.8 out of a 10 for time management, noting that he had been 20 minutes late coming on the bench.

Now, about five years ago some of the female law clerks in the courthouse went beyond comment to consider nominating Jim for the Super Hottie of the Federal Judiciary.

(Laughter.)

For those who don't know, this is the Article III

analogue to *People* magazine's 50 Most Beautiful People.

Unfortunately, Jim declined the opportunity to participate in a beauty contest run by the blog "Underneath Their Robes;" thereby, he permitted the honor to go to Judge Alex Kozinski of the 9th Circuit.

(Laughter.)

I looked at Jim's latest profile in the *Almanac of the Federal Judiciary*, which quotes lawyers who have appeared in front of him. One says, "He's a bit too liberal for me, but a good guy who wants to do the right thing." Another observes, "He's very conservative, but both sides get a fair shake." And the third says, "He is one of the more respected judges, but not my first choice."

But among his colleagues I can honestly say Jim is their first choice. When he was sworn in as a District Court judge on January 4th, 1995, his old friend and mentor Judge Lou Oberdorfer, who quoted Judge Krantz, correctly predicted that "No one would be better equipped than Jim by profession, skill, experience, and demonstrated courage to calmly poise the scales of justice in times of commotion." These have proved to be times of commotion, but Jim has administered justice, in the words of Judge Krantz, "Undisturbed by the clamor of the multitude."

Above all, Jim has a deep respect for our legal system and is eloquent in praising it. He has written, "We live in a

free country, our liberties are manifold and are the envy of the world. In the very top tier of those liberties, enshrined in the First Amendment, is the right of the people to petition the government for a redress of grievances. Many of those petitions are presented to judges, and most will agree that it is important at least to listen to them, especially to the grievances of poor petitioners, disadvantaged petitioners, or those who do not have lawyers, even if the courts are powerless to grant relief."

He believes strongly that the courts should resolve important disputes, that they should be resolved fairly and expeditiously, and that judges should not allow the process to disintegrate into needless discovery, wasteful motions practice, or bickering among lawyers. As he observed in one order, in response to a motion for sanctions, "The phrase *o tempora o mores* is a lament, not a prescription for behavior. Straw man, bootstraps, and ad hominem attacks from either direction are out of order in this court."

In another, he ruled that a "Plaintiff's motion for extension of time in which to respond to defendant's sanction motion is stricken. No sanctions motion has been filed. First-strike capability is a geopolitical concept unknown to the practice of litigation in the federal courts."

(Laughter.)

In another order that was widely reported in the press,

he described a dispute between the lawyers as "A heated exchange that betrays a startling lack of sense of humor or sense of proportion, or both." And he ordered the parties to, quote, "lighten up."

Just recently Jim took defense counsel to task for abusing the process, stating, "Such a litigation strategy, run it to the sidelines and then kick the can down the road, deserves neither respect nor support from the Court."

Although Jim has great respect for the system of justice, he never takes himself too seriously. Not long ago he was asked by a lawyer when they could expect an opinion. Jim indicated that his response should be off the record, but his trusty reporter Rebecca kept on transcribing.

Jim then asked his law clerk if the motion was publicly reportable on the upcoming Civil Justice Reform Act, or CJRA, list of ancient motions. When the law clerk shook her head, Jim announced that his opinion would be issued after March 30th, explaining to the bewildered lawyer that "Twice a year we have to report all our open motions to Congress. That's why you'll see everyone burning the midnight oil around here right before March 30th and September 30th. So my advice to all of you is, if you ever get an opinion on September 30th or March 30th, appeal it."

(Laughter.)

Finally, when talking to defense counsel regarding an

upcoming plea, he explained that he would keep the case, "it's just another judge who will take the plea. Would you like to do it that way," he asked the lawyer. She responded, "My concern, I guess, Your Honor, was that the judge who would accept the plea would also be sentencing." To which Judge Robertson said, "You just want lenient old Robertson. Isn't that right?"

Now, true to form this year, Jim issued another worthy opinion involving the question of whether President Obama is a natural born citizen, and thus qualified under the Constitution to be president. In rejecting the claim, Judge Robertson recognized that, quote, "Many people, perhaps as many as a couple of dozen, feel deeply about this issue."

I have every confidence that the portrait we're about to see will capture Jim's good looks. And I know whenever his colleagues will see it, they will be reminded of Jim's keen intellect, his many witticisms, and the generous friendship that he has shown to all of us over these many years.

(Applause.)

CHIEF JUDGE LAMBERTH: Thank you very much, Judge Huvelle.

It's my pleasure to introduce our next distinguished speaker, another of our colleagues, the honorable Henry H. Kennedy, Junior. While he's coming down, if those standing in the back, Tom and others, want to come up, you can fill up this other jury box. It's empty, and those who'd like

to have a seat, come on up.

JUDGE KENNEDY: Friends and family of James Robertson and colleagues, it's not often that a judge has an opportunity to speak publicly of his admiration and respect for a judicial colleague. When one gets that rare chance, such as when a colleague's portrait is added to the walls of this grand ceremonial courtroom, it is an opportunity to be seized. I'm very pleased to have this opportunity.

My friendship with Jim Robertson is rooted in this courthouse. Before I began my service on this court, I knew Jim only distantly. I knew that he had made a name for himself in private practice, knew that he had done impressive work as a civil rights lawyer, knew that he was very active in the D.C. bar, eventually becoming its president. But my first direct contact with Jim dates from the period soon after I joined this court.

In addition to his most cordial words of welcome, I remember well when Jim and Berit opened up their home for a festive event to welcome the two new judges who joined the court in 1997, Judge Kollar-Kotelly and myself. I recall thinking then that Jim Robertson would be someone for whom collegiality was not just a spoken aspiration, but a truly important goal worthy of time and effort. Jim did not disappoint.

Over the years, as every judge on the court can attest, Jim has done things big and small to foster a spirit of

collegiality, and has enhanced the gratification that a judge gets from serving on this court. He does not hesitate to share his views on all manner of subjects and topics of interest, and never hesitates to take on responsibilities that are unique and challenging.

One project that Jim undertook, the On-Line System For Clerkship Application and Review, known in judicial and law school circles as OSCAR, has been a tremendous benefit not only to the judiciary but to the thousands of people involved in the clerkship application process each year. Jim had a vision of an electronic system for clerkship applications through which applicants could send their judges their applications, law professors and recommenders could submit their recommendations, and judges could sort through the hundreds of applications they receive each year.

People have good ideas every day, but it takes an innovative and committed person like James Robertson to turn a good idea into a reality. He formed a group of judges to evaluate different options, led an initiative to get a grant from the Administrative Office of the United States Courts, and worked with the group to develop the technology. As a result of his efforts, in a few short years OSCAR is used by over 65 percent of all federal judges.

I don't think I could overstate how OSCAR has transformed for the better the clerkship application process.

When you consider that OSCAR handled over 400,000 applications in 2009, the amount of time, paper, and postage spared is staggering, as is the number of people who will benefit from Jim Robertson's persistence and hard work on this project in the years to come.

Spearheading OSCAR is only one of the many projects Jim has undertaken to serve the needs of this court and the federal judicial system. He has served on and led important court committees, and committees on the Judicial Conference of the United States. His committee memberships include the Judicial Conference Committee on Information and Technology, serving as its chair from 2003 through 2005; the Electronic Case Filing Committee; the Information and Technology Committee; and the Long Range Planning, Space, and Facilities Committee, during which as its chair he did much of the heavy lifting and consulting with the architects and builders of the addition to this courthouse that we know as the annex. He is almost single-handedly responsible for the beautiful tapestry that hangs in the dining room that commemorates the professional life of Judge William Bryant, our beloved former colleague for whom the annex is named. And, of course, Jim was a member of the Foreign Intelligence Surveillance Court.

What is so impressive is that Jim pursued these projects, all the while bringing an exemplary professionalism to the difficult craft of judging. Part of that job, as you know,

entails communicating the rationale for decisions we make. And as any judge will tell you, often the most trying thing that we do is not arriving at a decision, but rather explaining it.

Jim Robertson is an excellent explainer. He sets forth the basis of his rulings clearly, candidly, and with nuance and grace. Behind his smooth writing that is a delight to read, there's a great deal of old-fashioned elbow grease and persistent effort. Jim, I applaud that effort. It has not only been conducive to the development of good law, it has been an inspiration to others. I know that your evident devotion to your craft has been an inspiration to me.

In addition to being a skilled, hardworking, and eloquent jurist, Jim Robertson is also blessed with good judgment and the courage and confidence to exercise that judgment in the face of daunting public scrutiny. The ruling of Jim's that immediately comes to mind on this score is *Hamdan vs. Rumsfeld*. The basic issue in that volatile, complex case was whether the defendant, Salim Hamdan, a detainee at Guantanamo Bay, could be tried before a military commission. Finding that a military commission was not approved by Congress, could not lawfully try him, Judge Robertson issued a writ of habeas corpus to Hamdan. A unanimous Court of Appeals reversed Judge Robertson, and a divided Supreme Court, however, upheld his decision.

After the Supreme Court remanded the case to

Judge Robertson, he continued to address thorny jurisdictional issues raised by this and subsequent Supreme Court rulings, and by new legislation enacted by Congress. Each time Judge Robertson revisited the case, his rulings managed to explain the intricate legal landscape and to articulate his holdings in the characteristic elegant and clear style for which he is known.

The import of the *Hamdan* case expands beyond its immediate holding, with repercussions on issues such as separation of powers and checks and balances. But here is not the place to reprise the complicated welter of contending arguments that arose from that case. Reasonable people did and do disagree about the outcome of the case. More important than the debate it raised, however, is that even those that disagree should recognize that the conclusion that Judge Robertson reached and the way he reached it brings honor to him, his office, and, by reflection, to the entire federal judiciary.

When I mention the *Hamdan* case, it is natural that I mention a connection that Jim and I have for which I know we are both proud. That connection is to our alma mater, Princeton University. And I know that Jim would want me to mention the connection that we both have as well with our former colleague and friend Oliver Gasch, who also went to Princeton and whose portrait is hanging on the wall in front of me.

Now, you doubtless ask for the connection between

Hamdan and Princeton. Yes, you do. And I admit that the connection certainly is not a strong one. But to me, the motto of Princeton University, "In the nation's service and in the service of all nations," was played out perfectly by James in his handling of the *Hamdan* case and other cases as well.

Speaking of Princeton, I decided that I would do a bit of research into the archives of the university to learn a little about what our James Robertson was like as a college student. And here I would like to acknowledge the help of one of Jim's classmates, Jay Siegel. Now, Jim, don't be nervous up there. I won't tell it all.

I can't say that I'm surprised by what I found, however. By any reasonable assessment, James Robertson was a straight arrow. From the 1959 *Nassau Herald*, Princeton's yearbook, we learned that James majored in the Woodrow Wilson school, that the topic of his senior thesis was -- and isn't this interesting. The title was "Trial by Newspaper." And that he served as battalion executive officer of the Navy Reserve Officer Training Corps.

I also was not at all surprised to read what our James Robertson wrote in his 25th reunion yearbook, 25 years ago. Speaking of his own view of the world and how he fit in to it, James ended his statement this way: "25 years have made me less of a liberal but more of a democrat, small D, than I was as a student. I am deeply concerned about the preoccupation of

America's best minds with money, tax shelters, and deals that create profit from intangibles without producing anything. The personal quality I have come to admire and value in others, many of them my classmates, is day-in, day-out, long-haul, goal oriented, old-fashioned consistency of effort."

Jim, on this day, on the day that your portrait is unveiled, I believe all who know you, and certainly your colleagues on this court, admire your many wonderful traits and values, but none more than your day-in, day-out, long-haul, goal-oriented, old-fashioned consistency of effort. Congratulations on all that you have done, and all the best in the future.

(Applause.)

CHIEF JUDGE LAMBERTH: Thank you very much, Judge Kennedy.

The last of our colleagues to speak will be the Honorable Judge Paul L. Friedman.

JUDGE FRIEDMAN: Chief Judge Lamberth, my colleagues on the District Court, Chief Judge Sentelle, judges of the Court of Appeals, other judges, Mr. Attorney General, Berit and members of the Robertson family, Marlene, and Judge Robertson's current and former law clerks, I find myself in the unenviable position of speaking after Judge Huvelle and Judge Kennedy have already spoken about Judge Robertson's distinguished judicial career, and before Judge Tatel speaks about Jim's many contributions to

civil rights and civil liberties. In fact, I was revising as I listened, sitting up here.

So one wonders, particularly me, what am I doing here? I can't help it, but Admiral Stockdale comes to mind. It all seemed so logical when -- she didn't say this, but when Judge Huvelle suggested that a fair and objective way to organize today's program was to have the youngest speak first - sorry, David - the oldest speak last, and have each in succession choose the topic for his or her remarks.

Now, the four of us readily agreed, but in retrospect I think I've been had. It reminds me of the time, and some of you in this courtroom may not be old enough to remember the incident, when Harold Leventhal, Judge Harold Leventhal, decided that the fairest way to assign partners for the tennis tournament at the circuit judicial conference was to do it in alphabetical order. Harry remembers. What he well knew at the time, but the rest of us only realized later, that when you did it in alphabetical order, it meant that Judge Leventhal would have Henry Kennedy at his tennis partner. We all know how that turned out.

(Laughter.)

Still, Judge Huvelle said there would be plenty for me to talk about. No matter that she and Henry had already talked about the last 15 years of his life; I could talk about Jim's career in the practice of law and as a leader of the bar. Well,

she was right. I knew Jim well in those years, and it reminded me what it was about Jim Robertson that made him one of the leading litigators and finest lawyers in Washington, and really one of the most inspirational leaders of our bar. In fact, as lawyers, Jim and I had cases with each other and against each other.

Jim the litigator was a consummate professional, and a zealous and effective advocate for his clients. On one occasion, I'm sorry to report, my side of the litigation pushed the envelope a little too far. But Jim, while never losing sight of his own client's interests, worked hard to smooth over what could have become a long-lasting rift in important personal and professional relationships. I always appreciated that.

Later, when the two of us were vying for a seat on this court, Jim showed me really what a good and decent person and a genuine friend he was by the way he conducted himself. And I'll always be grateful for the support and compassion he showed me some years later when I was recuperating at home from a serious injury.

Now, as D.C. bar president, Jim's lasting contribution was undoubtedly his initiative to address opportunities for minorities in the legal profession, and particularly in large law firms. Jim enlisted Vernon Jordan to join him in leading a conference in opportunities for minorities in the legal profession. This project made a genuine and permanent

difference in how law firms in our city think about the issues of race, gender, and ethnicity, and it dramatically improved the professional opportunities for minority lawyers, and in turn law firm diversity, in the District of Columbia.

In this and in other efforts Jim ran the bar with his characteristic grace, humor, humility, and purpose. He saw the bar as an agent of change for the good. Through his efforts, both the bar and the profession became more inclusive.

But the year Jim served as bar president was a rough one for the bar. The District of Columbia government had imposed a licensing fee on lawyers which had the effect of the bar losing its funding for pro bono legal services. And the client security fund had to pay out over \$200,000 from its limited resources. So when Jim's term ended, members of the board of governors presented him with an artist's caricature, and because of the rough waters and difficult issues that Jim had faced, it showed Robertson crossing the Potomac, reminiscent in his pose of Washington crossing the Delaware.

And foreshadowing things yet to come, the caricature showed Jim, later to become the federal judiciary's resident technophile, holding a laptop as he crossed the Potomac. And in one of Jim's famous sayings, the message on the screen read, "Let's noodle that."

Almost 15 years ago today, at Jim's investiture, one of Jim's great friends and mentors, and a man whom I too greatly

admire, John Pickering, presciently predicted the kind of a judge Jim Robertson would be. Having practiced with Jim for 30 years, John cataloged the characteristics that he had observed in Jim Robertson the lawyer, and noted that so many of these qualities fit perfectly with the job description of the ideal federal trial judge.

John first said that Jim was a truly outstanding trial lawyer of great ability and dedication who had always shown his commitment to justice and to public service. But then John got to the heart of the matter. "Jim Robertson," he said, "was a person of integrity, courage, and compassion, a person with a sense of tolerance and fair play, one who always respected the opinions of others and was open to opposing points of view." Good qualities for a judge.

John spoke too of Jim's extraordinary qualities of heart and mind, and his devotion to the rule of law. On that same occasion, Jim's close friend Dan Mayers referred to Jim's "curious spirit, his refreshing candor, his generous tolerance for those who differ or don't quite measure up, his complete lack of pretense, and his consistent modesty."

After serving with Judge Robertson on this court for 15 years, I can say without equivocation that John Pickering and Dan Mayers had it exactly right. As a judge, Jim has demonstrated all of those qualities. And he has been, as Ellen and Henry have said, a generous and good colleague and friend as

well.

Jim is the leavening voice when things sometimes get a little heated in our monthly judges' meetings, or during the occasional political discussion in the judges' dining room. And in typical fashion, and it's already been alluded to in reference to the Indian Trust Fund case, which today the Attorney General announced it settled, when that case was remanded by the Court of Appeals with the direction to Chief Judge Hogan to reassign it to a different judge, Jim Robertson volunteered quietly and without fanfare to take on this very time-consuming and difficult assignment.

And when Jim decided that he could no longer in good conscience serve on the Foreign Intelligence Surveillance Court, he told only the presiding judge, Judge Kollar-Kotelly, and her immediate predecessor, Judge Lamberth, of his intention to resign. He told no one else, but one day he simply sent a one-sentence letter of resignation to the chief justice. He didn't publicly explain, protest, or complain. The one-sentence letter was his statement. This showed the kind of personal integrity and moral compass of which John Pickering and Dan Mayers spoke.

For the first ten years that Jim and I served together on this court, we had chambers right next door to each other, and we saw each other almost every day. We were two of the new kids on the block, and we frequently bounced ideas off each

other and sought advice from one another. Jim was always generous with his time and wise with his counsel.

With Judge Kessler, another one of the new kids on the block on our floor, at the other end of the corridor, she and Jim and I were lucky enough to have as our neighbors two of the greatest mentors a new judge could ever hope for, Judge William Bryant and Judge Joyce Hens Green. Indeed, we had what Judge Bryant once referred to as the best floor in the entire federal judiciary. And I say that with apologies to all other floors.

And I know I digress, but I'm sure Jim won't mind. But you know what Judge Robertson and I thought was the very best thing about the very best floor in the federal judiciary? The ability we had, any time we wanted, to drop by for a chat with Bill Bryant. There was no better way to get a reality check, to make yourself feel more optimistic about life, or to give you hope for the future, than spending 30 minutes on a dreary afternoon, or on a day when you felt put upon by the lawyers, to stop by and talk to Bill, the man who Judge Hogan has referred to as the soul of our court. We always learned something about the court, about it's history and personalities, about the law, and most often about life and living it to the fullest.

I know Jim feels, as I do, that we left those sessions with a better understanding of the true meaning of wisdom, and feeling at least a little bit better about our own prospects and

those of mankind. This is the legacy that Bill Bryant left to Jim and to my other colleagues and to me, and for that we will be forever grateful.

So Jim, John Pickering and Bill Bryant would be very proud today of the judge you have become, one with a reputation for courage and integrity, intelligence and decisiveness, compassion and fair play, a judge who demonstrates those extraordinary qualities of heart, mind, character, and devotion to the rule of law of which John Pickering and Dan Mayers spoke, while at the same time retaining your generosity of spirit, your genuine humility, and your fundamental decency.

Congratulations on the presentation of your portrait to the court. We look forward to seeing you in this courthouse, both in person and on that wall, for many years to come.

(Applause.)

CHIEF JUDGE LAMBERTH: Thank you very much, Judge Friedman.

Our next speaker is United States circuit judge and our good friend, the Honorable David S. Tatel.

JUDGE TATEL: Chief Judge Lamberth, Judge Robertson, Attorney General Holder, colleagues, friends.

More than 30 years ago, on October 1st, 1976, Jim Robertson, then a partner at Wilmer Cutler & Pickering, stood before the Mississippi Supreme Court in *National Association For the Advancement of Colored People vs. Claiborne Hardware, et al.*

The case arose in Port Gibson, Mississippi, a small river town made famous in 1863 when General Ulysses S. Grant, advancing towards Jackson, is said to have ordered the Union Army not to destroy the little town because, the general declared, it was too beautiful to burn.

A century later, with the civil rights movement at a critical stage, the NAACP began boycotting Port Gibson's white merchants because of their adamant refusal to hire blacks to work in their stores. In response to the boycott, and supported by the White Citizen's Council, the 17 merchants, including a gas station, four grocery stores, a pharmacy, a laundry, two car dealers, and a liquor store, sued the NAACP and 146 of its members in the Chancery Court of the First Judicial District of Hinds County, alleging that the boycott violated the state's antitrust law.

Following eight months of trial, the Chancellor agreed, and entered a \$1.25 million judgment in favor of the white merchants. That verdict, and the even larger bond required to appeal, threatened to bankrupt the nation's oldest civil rights organization.

Before the Mississippi Supreme Court, Jim argued, as did I in a parallel suit we had filed in federal court in Oxford, that the verdict and the required bond violated the First Amendment rights of both the NAACP and its members. During the oral argument, the justices asked Jim not one

question, leading him to suspect that he might lose. He was right.

Two years later, however, a unanimous Supreme Court of the United States reversed. Echoing precisely what Jim had argued in the Mississippi court, the Supreme Court declared, "Through speech, assembly, and petition, rather than through riot or revolution, the NAACP and its members sought to change a social order that had consistently treated them as second-class citizens."

I have focused on *Claiborne Hardware* because that important case so well reflects Jim's significant civil rights work prior to his appointment to this court. That work began over a decade earlier when, at the request of Louis Oberdorfer, then co-chair of the Lawyers' Committee For Civil Rights Under Law, Jim, along with his wife Berit and their three small children, moved to Jackson, Mississippi, where Jim became chief counsel of the Lawyers' Committee's Mississippi office.

Here is how Lou, speaking at Jim's investiture in this very courtroom, described the challenges confronting Jim in Mississippi:

Quote: "Mississippi was a dangerous place for civil rights lawyers. The Ku Klux Klan was at large, armed, and murderous. The presiding judge of the federal court in Jackson was openly antagonistic to federal law that mandated changes in Mississippi's way of life. The bar was hostile or intimidating.

Jim Robertson's friendly but firm diplomacy built a bridge to that local bar. His mannerly skill as a litigator won the begrudging respect of unfriendly judges. Jim's years in Mississippi," Louis concluded, "contributed importantly to the difference between Mississippi then and Mississippi now."

Following his two years in Jackson, Jim returned to Washington, where he became director of the National Lawyers' Committee and later rejoined Wilmer. Throughout this period, from Mississippi to *Claiborne Hardware* to Wilmer, Cutler & Pickering, where he also served as Lawyers' Committee co-chair and as president of the Southern Africa Legal Services Foundation, Jim - like many lawyers of our generation, including me - was striving to fulfill Lou Oberdorfer's vision of a citizen lawyer, lawyers who understand that practicing law involves far more than billable hours and maximizing income, and that the rule of law requires not just an independent judiciary, but also a legal profession willing and able to make the legal system work for everyone.

Now, Judges Huvelle, Kennedy, and Friedman have nicely captured Jim's judicial career, and there is little that I can add. But I do enjoy a different perspective. In fact, it was that different perspective that Jim and I spent quite a bit of time exploring before we were both confirmed in 1994. How could two such good friends who had worked together for so many years manage this new relationship, where one of us would be reviewing

the other's work?

It turns out to have been no problem at all. District and appeals court judges have different jobs with different responsibilities. Jim and I have the advantage of years of friendship and mutual respect, and besides, as this gifted and supremely confident district judge is fond of reminding me, we appeals court judges have much more time and twice as many law clerks.

But most important, and this is why the relationship works so well, I am a huge admirer of His Honor's opinions. They reflect judging at its very best: Careful fact finding; powerful, principled reasoning; clear, graceful, jargon-free writing; and faithfulness to precedent, to statutory text, and especially to the Constitution.

Marvin Frankel, one of the nation's great federal judges, once summarized qualities we hope for in our district judges. "The trial judge," he said, "ought to be neutral, detached, kindly, benign, learned in the law, firm but fair, wise, knowledgeable about human behavior, and somewhat superhuman." What a perfect description of the fine judge we honor today.

Having spoken about Jim Robertson the civil rights lawyer and Jim Robertson the federal judge, I would like to close with a few words about Jim Robertson my friend. Jim and I met in 1969 at a Lawyers' Committee meeting in

Annapolis, Maryland. Jim was Chief Counsel in Mississippi; I was Director of the Lawyers' Committee in Chicago, Lou was presiding. In the years that followed, our careers mirrored each other's. We each served as Director of the National Lawyers' Committee, we each then returned to private practice, exactly where we were during our collaboration in the *Claiborne Hardware* case, and we each served as co-chairs of the National and the D.C. Lawyers' Committees.

And throughout these years, Edie and I have treasured our friendship with Jim and his lovely wife Berit. Berit is a talented painter whose artistic judgment, I'm sure, is reflected in the portrait we are about to see. Jim and Berit have three wonderful children, one of whom, Catherine, is here with her husband Adam and their two Children, Walter and Sophie - aka Berit and Jim's grandchildren.

Jim, 40 years ago at that meeting in Annapolis, who could have imagined that some day you and I would not only have the honor of serving together as federal judges in this great courthouse, but doing so with Louis Oberdorfer, the man whose values have so profoundly shaped our wonderfully intertwined careers?

So, my friend, thank you for everything: For our adventures together, for your significant contributions to the enforcement of the nation's civil rights laws, and especially - and here I am sure I can speak for all of my colleagues on the

D.C. Circuit - thank you for your years of distinguished service as a United States District Judge. Thank you.

(Applause.)

CHIEF JUDGE LAMBERTH: Thank you very much, Judge Tatel. And you know, that makes me very anxious to hear an appellate judge talk like that about one of my colleagues. Those are wonderful remarks.

It gives me great pleasure at this time to introduce our next speaker, Mr. Eric Citron, who will speak on behalf of all of Judge Robertson's law clerks.

MR. CITRON: Thank you, Chief Judge. I'm here to present a gift from the law clerks to Judge Robertson. As you can tell from the number of speakers, Judge Robertson has a lot of friends and a hard time choosing between them. In fact, I largely defaulted into this position because of my role organizing the event and Judge's complete refusal to even think about choosing between the many clerks who offered to speak.

Judge Robertson typically bids farewell to his law clerks by saying, "I love all my clerks, and they're all my favorite clerk, so you're my favorite clerk." But he really means it. He treats every clerk like his favorite clerk. In fact, he treats every person like his favorite person. And in that spirit, it was my intention to replace personal encomiums with a series of e-mail messages from the many clerks who are here, and the some who aren't, containing their fondest thoughts

and memories.

I now realize that time and the overwhelming response are not going to allow me to do that. But I still want to provide you with some of the highlights from those who know Judge Robertson as being, uncontroversially, really, the greatest boss in the world.

A number of submissions offer a peek behind the veil, or under the robe, as it were. Harry and Cassie remember how hard it was to keep track of the judge on his way to court. Quote, "We'd race down the corridor between chambers and the courtroom, struggling to keep up with the judge in every sense as his black robe billowed behind him. He would stride purposefully into court in his boat shoes, fresh from the Eastern Shore, as we lagged several paces behind."

Another clerk remembers how the judge would mark up drafts and then apologize for making grammatical changes, framing them as, quote, "persisting in my antiquarian tendencies."

Many remember Judge Robertson as an amazing storyteller, including many stories where his own follies are the punch line. I would repeat them here - most are appropriate for work - but they wouldn't do justice to Judge Robertson the bard. Jon and Emily recall a certain Friday, not unlike other Fridays, when the judge strolled down the hallway to announce that he was closing chambers early for the day because the

weather was simply too nice for anybody to be stuck indoors.

My co-clerk Anna and I bought the judge a Bocci set for him to bring to the Eastern Shore to use with his grandkids. Bill and Bharat remember using it with him in John Marshall Park on Thursday afternoons.

Other stories similarly reflect the judge's unusual personal style or ever-so-slightly mischievous sense of humor. Judge Robertson once surprised a criminal defendant by wearing an English-style wig on Halloween. He'll quote Emily Dickinson off the cuff in open court, or throw around what the clerks affectionately call "Robertsonisms." Those are turns of phrase that often make the point perfectly, but sometimes only he can understand. My favorite is "kicking in an open door."

Matt Solomon recalls how the judge provided the lawyers in the courtroom with D.C. tap water while he and the jurors got spring water from chambers. I'll just read his own account of the time he got his own signals crossed. Quote, "One morning early in my clerkship I was running very late, and panicked. I filled both the courtroom jugs and the judge's carafe with water from the rusty sink. The judge took the bench, and I was sitting in the jury box. The parties entered - some status hearing - and Judge Robertson poured himself a glass of water from the carafe and took a sip. His face immediately puckered up. He looked at me squarely in the eye and said, "What are you trying to do, poison me?"

(Laughter.)

These stories all capture an important part of what makes Judge Robertson Judge Robertson: A vitality, a joie de vivre, an appreciation for life's simple but essential pleasures that make him so human and down to earth, even though he's so tall. And I received plenty such stories. But without exception, every single clerk identified the same thing about Judge Robertson that really distinguishes him as a judge and a person: That is his generosity of spirit, his willingness to listen, his drive to understand and accommodate, and the overwhelming way in which he treated every person in his life with dignity and respect.

Among the greatest beneficiaries were juries. Judge Robertson had a way of delivering jury instructions like they were dinner conversation among old friends, seizing the jurors' attention simply because of the obvious respect and care he had for them and for the defendant.

But others benefitted as well. Jon and Emily report that their greatest memories, quote, "Are of a criminal defendant, having just received a long sentence under the guidelines, thanking the judge for listening to him and treating him fairly." Or of hot-headed adversarial parties who finally began listening to each other only once Judge Robertson set the tone of reason and compromise in an everyday status hearing.

I really cannot read all the letters that make this

point, because really, every single one does. But here is how Cassie and Harry summarize what they learned from the judge: "In our first week we recognized that our judge was straight out of central casting, not only in the way he looked but in the way he treated people, from defendants to courthouse staff to fellow judges, including his neighbor, Judge Bryant, with whom he would often visit. He treated everyone the same, with dignity."

"Both on and off the bench, he was exactly what you would want in a judge. He was fair, patient, and respectful. In our entire year of clerking, we never once heard him raise his voice on or off the bench. We learned a lot from Judge Robertson that year: How to write concisely, how to distill complicated ideas to their essence, how to make good coffee, how a good judge lets a lawyer try his case, and how wise the judge was to advise opposing counsel, to, quote, 'have lunch together.' But by far the greatest lesson Judge Robertson taught us was what he taught by example, by the way he carried himself, by the way he lived his life. He showed us the importance of hearing every person out and treating every person decently."

But the greatest beneficiaries of Judge Robertson's generous spirit were his clerks. One clerk reports, quote, "When I completely misread the law, an opinion that actually went out the door, he was so nice about it, it wasn't until after my clerkship until I realized how badly I had screwed up."

Many of us have those memories.

And a touching story here from Mona that she asked me not to read, but I'll fill in with one from Anna and I. In our clerkship we had a controversial criminal case where the defendant committed suicide after being convicted. And after consoling my co-clerk at some length, the judge asked the jury office to assemble the list of all the jurors who had served, and their contact information. And he called every single one of them to make sure that they were okay, to ensure that they understood that it wasn't their fault, and to offer them somebody to talk to if they needed to talk about it. That was the kind of caring person that Judge Robertson is.

I'll close with my own story. Near the end of my clerkship with Judge Robertson, my wife and I were on the Eastern Shore with Berit and the judge for a clerk reunion. My wife got into a conversation where she explained to one of the past clerks that I was working for the judge and I was almost finished. The past clerk, I think it was Mona, asked if I was okay. My wife was confused. "Is he okay? I think so. I mean, why wouldn't he be?"

The past clerk explained that when her clerkship ended, she was so broken up about it that she cried for weeks. She was apparently depressed by the thought that she would never have a better job or a better boss. Having finally left the courthouse after more than two years here, and suffering from Robertson

Withdrawal Syndrome myself, I can't imagine that time has proven her wrong.

So without further ado, Judge, here is a gift from your past clerks. This is one of the studies that Annette did in preparing her wonderful portrait. Upon seeing it, one immediately perceives that humanity, that generosity, that spirit of listening and understanding that touched all of us in our time here. We thought that since the courthouse got to keep this beautiful, fancy picture, you and Berit should have this simpler one that nonetheless so completely captures the essence of the judge and mentor we all remember so fondly.

From all your clerks, thank you Judge Robertson for making us better lawyers and people by your example. We all hope for wonderful things in our lives, but, being realists, we don't bother hoping for a better year, a better mentor, or a better job.

(Applause.)

CHIEF JUDGE LAMBERTH: Thank you, Mr. Citron, and all of our speakers for your wonderful remarks today.

Now we will hear from today's honoree, our good friend Judge James Robertson.

JUDGE ROBERTSON: Well, before I start I want to say something about that beautiful drawing. I called Annette Polan, or e-mailed Annette Polan, the artist, and said, "That is a beautiful thing. I would like to give it to Berit for a

present." She wrote back and quoted a price that was so astronomical that she knew -- she knew that I was too cheap to buy that.

(Laughter.)

So she's a co-conspirator. And it's beautiful. Thank you very much.

Some years ago Steve Pollak, who was then and still is the president of the Historical Society of the D.C. Circuit, called and told me it was time to have my oral history done. "Nonsense, Steve," I said. I'm too young. "Jim," he said, "it's time for you to have your oral history."

Like the oral history, the portrait is an important tradition of this court. We all know that we're expected to commission a portrait and present it to the court; but unlike the oral history, nobody tells you when or how to do that. There's an unspoken understanding that the "when" will be sometime after we take senior status, and hopefully before we begin to have aesthetic issues that a good artist cannot overcome.

(Laughter.)

But the timing is up to the individual judge. I feel a bit presumptuous about jumping ahead of my colleagues Tom Hogan and Gladys Kessler, both of whom took senior status before I did. But I asked, "Mirror, mirror on the wall," and it answered me in Steve Pollak's voice. It said, "Jim, it's time to have

your portrait done."

(Laughter.)

The "how" is more complicated, because again, unlike the oral history, the portrait process has to be initiated by the judge himself or herself. One has to select the artist, figure out how to pay for the painting, and decide when and how to proceed with the ceremony that brings us all here today. For the support of this project I thank my law firm of some 30 years, the firm now known as Wilmer Hale, my former law clerks, the Historical Society of the D.C. Circuit, and the members of the bar of this court. Yes, a portion of your dues are used for judicial portraits. And for the all-important first nudge - I didn't say noodge - nudge, and the organizing effort involved, I thank Eric Citron, who just spoke to you.

It was my wife Berit who led me to the artist whose work will be unveiled shortly. A number of the subjects of Annette Polan's work have been Swedes, some from the diplomatic community here in Washington, others in Sweden. Years ago a mutual friend of Berit's and Annette's introduced them to one another, and later a connection occurred when Berit was studying at the Corcoran School of Art, where Annette shared the painting department. Her impressive credentials are set forth in the program, and you will soon see the results of them on display.

Annette, not incidentally, is the first woman artist whose work will hang among the 200 years of portraits in this

room.

(Applause.)

An old proverb, maybe Chinese, asks, "What is the current to a fish?" I think it means that we are all swept along in history's current, and that if we are to understand where we have been and guess where we're going, we need to get out of the river and up on the river bank, which snakeheads can do and no other fish that I know of. These portraits in a small but important way remind us of how fast the current runs in this particular tributary of the nation's history. If you look around this courtroom, you will see many faces that remind us not only of the men and women who have served here, but of how quickly their time passed and our own time is passing.

I have been here only 15 years. 15 years is a long time if you call it 180 months, and tell someone in an orange jumpsuit that he will have to serve it. But for someone in a black robe, it passes in a flash. It's hard to believe that most of the judges in the left column of the list on the back of your program have passed on during only the last 15 years.

One of my favorites, a fellow Princetonian and GW law graduate who took notice of me and Henry and helped me along the way, was Oliver Gasch. He was still sitting when I started here, regaling us with his perfect recollection of cases he tried in the 1940s. But his portrait has already migrated all the way around the walls to the right-hand corner, where he

joins some other judges neither known to or remembered by any living person.

In 15 years we have had three presidents, four chief judges, and no significant pay raises.

(Laughter).

The so-called vanishing trial continues to vanish, with the percentage of filed cases that actually get to trial having fallen by something like 50 percent in 15 years. We have gone electronic since I arrived here, big time. When I got here, judges had computers, but except for Chuck Richey, they didn't know how to turn them on. I came from a firm that was in the vanguard of computer applications, and was immediately appointed to the information technology committee. Now I spend a ridiculous amount of time reading and answering e-mails, and electronic case filing is ready to move into a second generation.

There have been watershed changes in the law in just 15 years, some of them applicable to our daily work on issues like sentencing and the confrontation clause and how specific a civil pleading has to be. And I could go on and on from this nice resting place on the river bank, but I need to let you see the portrait and get to the reception. Before that happens, I need to give thanks.

Thanks first of all to Judges Huvelle, Kennedy, Friedman, and Tatel, and to Eric Citron for their paeans,

encomiums, tributes, and pot shots. I know it was easy for them to say yes when I asked them to speak, but that was months ago, and I know they've been asking themselves in recent days, "Why do I do this to myself?" What they said was partially true, and I love them for what they did not say.

Thanks to all of you for honoring me with your presence. You've made a big effort, and on the brink of the holiday season at that, for what Vernon Jordan calls a drink and a peanut.

Thanks to the bar of this court. Last month the *Washingtonian* magazine named 800 top lawyers in this city, which is supposed to be the top one percent of the 80,000 lawyers in this city of 600,000 people. Many of them are here. You know who you are, I'm sure.

But my own top one percent takes a different slice of the data. The actual trial bar of this court is a fairly small group of lawyers, mostly unsung and overlooked by the media, many working for government salaries or CJA hourly rates, doing the day-to-day business of the administration of justice, and doing it with great skill and dedication. It is a great trial bar, a privilege to work with. You are my top one percent, and I salute you.

Thanks to the people who work in this building. We all refer to ourselves here as the court family. You are too numerous to name, and I cannot talk fast enough to do it anyway,

as Nancy Mayer-Whittington did in this room a few weeks ago. The poor Court Reporter. I'm still -- well, those of you who were here know what I mean.

But I cannot fail to give special thanks to Marlene Taylor, who has been with me more years than either of us remembers, who rightly refuses to be called my judicial assistant because secretary is a perfectly good and honorable title; to Joe Burgess, my first courtroom deputy, who took me by the hand on my first day and taught me the ins and outs of case management; and to Kirk Bowden, Deputy U.S. Marshal, he of the stentorian voice who called us all to order today, an icon of this court, whom I am proud to call friend.

Thanks to my great and indestructible hero and mentor, Louis Oberdorfer, who showed me the path I have followed for 40 years, and who is, as Tom Hogan says, the conscience of this court.

Thanks to the astonishingly hardworking and gifted young men and women who have been my law clerks, making me look good, keeping me out of trouble, occasionally reversing my decisions before I could issue them in order to spare the Court of Appeals the trouble. They have gone forth and multiplied. At last count I have 29 grand-clerks, including two sets of twins, and three more are on the way.

Thanks to all the judges of this court who have been my colleagues. It is traditional at these events to remind

ourselves and you of our importance, and to tout the historic significance of this court with references to Watergate and AT&T and Microsoft and Tobacco and Ted Stevens and Guantanamo, and the host of other cases that make us all justifiably impressed with ourselves. But the judges don't need to be thanked for being important. That's why they're so highly paid.

(Laughter.)

What I do thank them for is their collegiality, their devotion to the rule of law, and their nonpartisanship. The collegiality of this court really is something special. Paul Friedman spoke of it the other night when he was named Judge of the Year by the Bar Association. He rightly singled out the leadership of Tom Hogan and Royce Lamberth, but the simple truth is, we like one another and help one another, and both give and take advice from one another. It's a happy court.

As for devotion to the rule of law, this is a serious, scholarly, and careful court. I don't care what the Court of Appeals says.

(Laughter.)

And miraculously, given where we live and work, we are an apolitical court. Nothing irritates a judge more than a news story whose second sentence reads, "Robertson, who was appointed by President Clinton," or "Bates, who was appointed by President George W. Bush." We are, all of us, just judges trying to get it right.

Thanks to my family; our two sons who could not make it today from Ohio and California; our sensational daughter Catherine; our six grandchildren, including the two professional portrait unveilers who are about to do their thing; and most of all, to my lovely Berit, the love of my life and my wife for 50 years. I could have told Tiger, you don't mess around when your wife is Swedish.

(Laughter.) (Applause.)

(Standing ovation.)

CHIEF JUDGE LAMBERTH: Just think if you could have lunch with him every day.

Well, we've come to the moment we've all been waiting for. Unveiling the portrait will be the artist, Annette Polan, and she will be joined by Judge Robertson's grandchildren, Walter and Sophie Thurschwell.

(Painting unveiled.)

(Applause.)

CHIEF JUDGE LAMBERTH: I would like to congratulate Ms. Polan for creating such a wonderful portrait. We want to thank Judge Robertson and the artist Ms. Polan for this splendid portrait. I accept it on behalf of the United States District Court for the District of Columbia. It will be hung in this room, where it will join the other distinguished jurists who have had the honor of serving on this court.

Ladies and gentlemen, at the conclusion of this

ceremony there will be a reception in the William B. Bryant atrium on the first floor of the annex. All of you are welcome to join Judge Robertson, his family, and friends on this wonderful occasion.

Before we adjourn, I ask the audience to refrain from entering the well of the court until the judges have an opportunity to greet and congratulate Judge Robertson and his family. With respect to everyone else, you're asked to adjourn to the reception so Judge Robertson can meet you there.

I do want to thank the Attorney General and the Associate Attorney General for being here today. You honor us with your presence, and we thank you for joining in the celebration.

Again, all of you who came today, thank you for joining us. Marshal, you may adjourn the court.

DEPUTY BOWDEN: This Honorable Court stands adjourned.

CERTIFICATE OF OFFICIAL COURT REPORTER

I, Rebecca Stonestreet, certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

REBECCA STONESTREET

DATE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

Modification of December 7, 2009
Class Action Settlement Agreement

December 29, 2009

agreed to be extended by the Parties, the Agreement shall automatically become null and void. Settlement Agreement, paragraph B.1.

3. The Agreement defines the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It has become apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline will need to be extended.

5. The Parties desire that this Agreement continue to be valid after December 31, 2009.

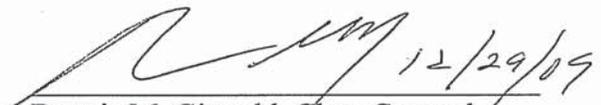
6. Accordingly, the Parties hereby mutually agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to February 28, 2010, 11:59 p.m. Eastern time.

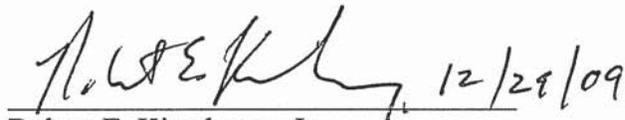
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:

FOR DEFENDANTS:


Dennis M. Gingold, Class Counsel


Robert E. Kirschman, Jr.
Deputy Director
Commercial Litigation Branch


Keith M. Harper, Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**Second Modification of December 7, 2009
Class Action Settlement Agreement**

February 26, 2010

agreed to be extended by the Parties, the Agreement shall automatically become null and void. Settlement Agreement, paragraph B.1.

3. The Agreement originally defined the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It subsequently became apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline would need to be extended. Accordingly, the Parties agreed to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to February 28, 2010, 11:59 p.m. Eastern time, and modified the Agreement to reflect that deadline. December 29, 2009 Modification of December 7, 2009 Class Action Settlement Agreement.

5. It has now become apparent that the Legislation Enactment Deadline must be extended further in order for the Agreement to continue to be valid after February 28, 2010.

6. The Parties desire that this Agreement continue to be valid after February 28, 2010.

7. Accordingly, the Parties hereby agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to April 16, 2010, 11:59 p.m. Eastern time.

8. After consultation with the Notice Contractor and based upon a mutual desire to provide the Trust Administration Class with additional time to review the terms of the Agreement prior to the deadline for opting out of the Settlement, the Parties hereby further agree to modify the first sentence of paragraph C.2.b. of the Agreement to read: "The deadline for those Class Members in the Trust Administration Class to opt out will be ninety (90) days from the first day Notice is sent." The second sentence of paragraph C.2.b. remains unchanged.

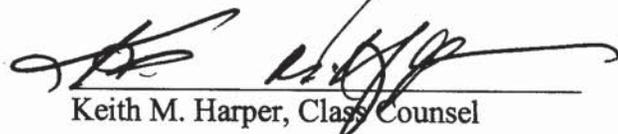
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Second Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:



Dennis M. Gingold, Class Counsel



Keith M. Harper, Class Counsel

FOR DEFENDANTS:



Robert E. Kirschman, Jr.
Deputy Director
Commercial Litigation Branch

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELUISE PEPION COBELL,	:	Civil Action 96-1285
et al.	:	
	:	
Plaintiffs	:	
	:	Washington, D.C.
V.	:	Thursday, April 8, 2010
	:	
KEN SALAZAR, Secretary of	:	
the Interior, et al.	:	
	:	
Defendants	:	12:06 p.m.

*TRANSCRIPT OF STATUS CONFERENCE
BEFORE THE HONORABLE JAMES ROBERTSON
UNITED STATES DISTRICT JUDGE*

APPEARANCES:

For the Plaintiffs:	KEITH HARPER KILPATRICK STOCKTON, L.L.P. 607 14th Street, N.W. Suite 900 Washington, D.C. 20005 (202) 585-0053
	ELLIOTT H. LEVITAS KILPATRICK STOCKTON, L.L.P. 1100 Peachtree Street Suite 2800 Atlanta, Georgia 30309-4530 (404) 815-6450
	DAVID C. SMITH KILPATRICK STOCKTON, L.L.P. 1001 West Fourth Street Winston-Salem, North Carolina 27101 (336) 607-7392
For the Defendants:	ROBERT E. KIRSCHMAN, JR. MICHAEL QUINN J. CHRISTOPHER KOHN U.S. Department of Justice 1100 L Street, N.W. Washington, D.C. 20005 (202) 307-0010
Also Present:	DAVID HAYES, DEPUTY SECRETARY OF THE INTERIOR

Court Reporter: REBECCA STONESTREET
Official Court Reporter
Room 6511, U.S. Courthouse
333 Constitution Avenue, N.W.
Washington, D.C. 20001
(202) 354-3249

Proceedings reported by machine shorthand, transcript produced
by computer-aided transcription.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

COURTROOM CLERK: This is civil action 96-1285, Elouise Cobell, et al. versus Ken Salazar, et al. Keith Harper for the plaintiffs and David Hayes for the defendants.

THE COURT: Well, David Hayes -- all right. Well, he's a lawyer. We're delighted to have Secretary Hayes with us. He's putting his lawyer's hat back on again.

We have had an in-chambers conference to discuss the status of the settlement approval that is necessary for this matter. The public is obviously interested in this, and so I want to make a short statement and then ask counsel if they want to comment on it.

After nearly 15 years of hard fought litigation, the settlement of this case was reached and announced last December. From where I sit, the settlement appears to be a win/win proposition; a win for Indian individual money accountholders, who will receive payments and who will have the assurance that their IIM account balances are correct; a win for the government, which will at least make a start on solving the terrible problem of fractionated land holdings in Indian country.

I said the settlement appears to be a win/win proposition. I have not ruled that it is fair and reasonable to members of the plaintiff class. That is a formal decision, and is yet to be determined. We must go through a process, a

1 process that includes preliminary approval, publication to
2 Indian country, the opportunity to file objections, and then
3 what is known as a fairness hearing so that objectors can be
4 heard.

5 None of that can happen, however, if Congress does not
6 act to assure the parties and this Court that the proposed
7 settlement is within my jurisdiction and that funds will be
8 appropriated or approved to pay for it. The deadline
9 established by the settlement agreement for Congress to act has
10 been twice extended, from the end of last year to the middle of
11 February, and again to the middle of this month, April 16th.

12 The need for Congress to act is real. Until or unless
13 Congress acts, the lawyers who have devoted themselves to this
14 case for 15 years on both sides are on hold, and, more
15 importantly, all of Indian country is on hold. And I don't want
16 to be too melodramatic about this, but justice is on hold.

17 With my approval, plaintiffs' counsel have been in
18 Indian country to assure the members of the plaintiff class that
19 settlement is still alive. Last week the government filed a
20 consented motion that would permit its representatives to do the
21 same, and that motion is hereby granted.

22 But this cannot continue. Again, from where I sit,
23 this does not look like a partisan matter. It does not seem to
24 me that this is one of those issues that will cause gridlock.
25 It just needs an appropriate sense of priorities. It needs to

1 get done.

2 I have consulted with the parties before coming here
3 today, and I am hereby approving their agreement to extend the
4 deadline again, but only for another six weeks, until the start
5 of Congress' Memorial Day recess. If Congress has not acted by
6 the middle of May, I will convene a public hearing on this
7 matter. I will invite - the operative word is "invite." I will
8 invite the Secretary of the Interior, the Director of Management
9 and Budget, and again, by invitation, of course, appropriate
10 members of Congress, to explain to me, to Indian country, and to
11 the American people why the approval required by this settlement
12 agreement has not been given.

13 Now, that's all I have to say. Counsel are here from
14 both sides. Mr. Kirschman?

15 MR. KIRSCHMAN: Your Honor, the Deputy Secretary of the
16 Department of Interior, David Hayes, will speak for the
17 government, with your permission.

18 THE COURT: Mr. Hayes certainly has my permission.

19 MR. HAYES: Thank you very much, Your Honor. I want to
20 simply reiterate the Administration's commitment and interest in
21 moving forward with this settlement.

22 As you know, the President, the Secretary of the
23 Interior, the Attorney General have all publicly stated their
24 support for this settlement. We believe it is a historic
25 settlement, an opportunity to turn the page on a period of

1 history where the trustee has not performed as the trustee needs
2 to.

3 We are anxious to proceed to full notice of the class
4 so that all of the hundreds of thousands of individual Indians
5 who have interest in this matter will have an opportunity to
6 learn fully about the settlement, to have an opportunity to come
7 forward to your court and have their answers -- their questions
8 answered, have any objections heard, so that we can proceed with
9 the judicial resolution of this matter.

10 I will also say that obviously, Your Honor, we will
11 respect your request today, that we understand your interest in
12 a timetable certain on this matter. We share a common interest
13 in bringing this to resolution.

14 I will say for the record that the Administration has
15 been working very closely with the leadership in Congress.
16 Secretary Salazar has been personally engaged, and we will
17 continue to do so. And now, with your instructions today, we
18 will increase, even increase our attention to this matter, if
19 that is possible.

20 And with regard to your call for a potential appearance
21 by the Secretary of the Interior in mid-May if we do not have
22 Congressional approval by then, I'm certain that the Secretary
23 will be happy to participate in such a hearing, and will work
24 with you and with the Congress towards resolution of this
25 important matter.

1 THE COURT: Thank you, Mr. Hayes, Mr. Secretary.

2 Mr. Harper?

3 MR. HARPER: Good afternoon, Your Honor. First let me
4 thank the Court for its continuing attention to this case and
5 this matter. It is, of course, of utmost importance to our
6 beneficiary class and the entirety of Indian country. We, of
7 course, agree, Your Honor, with your statement that this is a
8 win; it is a win for our trust beneficiaries, it is a win for
9 Indian country, and it turns the page on a problematic past.

10 We are disappointed that we have not yet had the
11 legislation necessary to implement this important settlement.
12 We continue to be in a position to work with the Administration
13 and with Congress to try to get it done as soon as possible. We
14 appreciate your role in trying to push this forward.

15 You did mention that we have been out in
16 Indian country. And on that note I just wanted to say that that
17 has confirmed our understanding with our beneficiary class that
18 this is something they want, this is something that the vast
19 majority of individuals that we've met with have supported.
20 Indeed, we've done some 40 meetings, and in the vast majority of
21 those, there is not a single dissent. Everybody has been in
22 support. There are a few folks here and there that have made
23 statements in opposition, but then, of course, there are
24 procedures in place to deal with those individuals to the extent
25 that they are not satisfied with the resolution.

1 So we want to make clear that our trips out to
2 Indian country have not been in vain, that they have
3 demonstrated conclusively that there is broad support. We are
4 again disappointed that the legislation has not been enacted
5 yet, but we will too join with the Administration in redoubling
6 our efforts to try to make sure that it gets done as soon as
7 possible.

8 Thank you, Your Honor.

9 THE COURT: Thank you, Mr. Harper. If there's nothing
10 further, I think we've said what we need to say and done what we
11 need to do today.

12 Again, the defense motion for leave to contact the --
13 make appropriate contact with the plaintiff class is granted,
14 and if there's nothing further, we're adjourned until about the
15 middle of May. Hopefully we don't -- hopefully we'll reconvene
16 for a different purpose at that time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF OFFICIAL COURT REPORTER

I, Rebecca Stonestreet, certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

SIGNATURE OF COURT REPORTER

DATE

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**Fourth Modification of December 7, 2009
Class Action Settlement Agreement**

May 28, 2010

agreed to be extended by the Parties, the Agreement shall automatically become null and void. Settlement Agreement, paragraph B.1.

3. The Agreement originally defined the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It subsequently became apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline would need to be extended. Accordingly, the Parties agreed on three occasions to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement. Most recently, during a status conference with the Court on April 8, 2010, the Parties – with the Court’s approval -- agreed to extend the deadline to May 28, 2010, 11:59 p.m. Eastern time.

5. It has now become apparent that the Legislation Enactment Deadline must be extended further in order for the Agreement to continue to be valid after February 28, 2010.

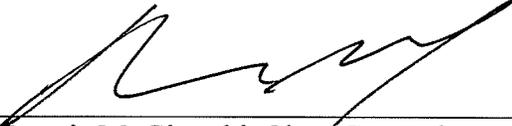
6. The Parties desire that this Agreement continue to be valid after February 28, 2010.

7. Accordingly, the Parties hereby agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to June 15, 2010, 11:59 p.m. Eastern time.

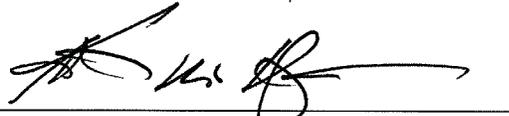
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Fourth Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:

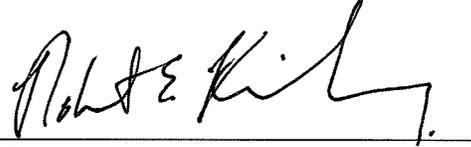


Dennis M. Gingold, Class Counsel



Keith M. Harper, Class Counsel

FOR DEFENDANTS:



Robert E. Kirschman, Jr.
Deputy Director
Commercial Litigation Branch

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**Fifth Modification of December 7, 2009
Class Action Settlement Agreement**

June 15, 2010

agreed to be extended by the Parties, the Agreement shall automatically become null and void. Settlement Agreement, paragraph B.1.

3. The Agreement originally defined the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It subsequently became apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline would need to be extended. Accordingly, the Parties agreed on four occasions to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement. Most recently, the Parties agreed to extend the deadline to June 15, 2010, 11:59 p.m. Eastern time.

5. It has now become apparent that the Legislation Enactment Deadline must be extended further in order for the Agreement to continue to be valid after June 15, 2010.

6. The Parties desire that this Agreement continue to be valid after June 15, 2010.

7. Accordingly, the Parties hereby agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to July 9, 2010, 11:59 p.m. Eastern time.

SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Fifth Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:

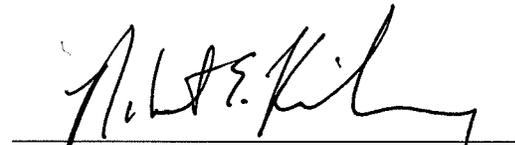


Dennis M. Gingold, Class Counsel



Keith M. Harper, Class Counsel

FOR DEFENDANTS:



Robert E. Kirschman, Jr.
Deputy Director
Commercial Litigation Branch

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,)

Plaintiffs,)

vs.)

KEN SALAZAR, Secretary of the Interior, et al.,)

Defendants.)

Case No. 1:96CV01285-TFH

**Sixth Modification of December 7, 2009
Class Action Settlement Agreement**

July 9, 2010

agreed to be extended by the Parties, the Agreement shall automatically become null and void.

Settlement Agreement, paragraph B.1.

3. The Agreement originally defined the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It subsequently became apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline would need to be extended. Accordingly, the Parties agreed on five occasions to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement. Most recently, the Parties agreed to extend the deadline to July 9, 2010, 11:59 p.m. Eastern time.

5. It has now become apparent that the Legislation Enactment Deadline must be extended further in order for the Agreement to continue to be valid after July 9, 2010.

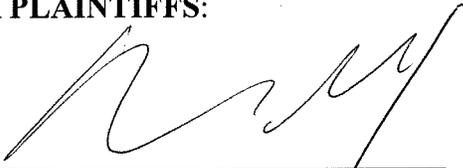
6. The Parties desire that this Agreement continue to be valid after July 9, 2010.

7. Accordingly, the Parties hereby agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to August 6, 2010, 11:59 p.m. Eastern time.

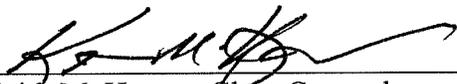
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Sixth Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:

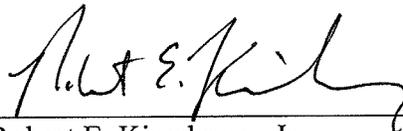


Dennis M. Gingold, Class Counsel



Keith M. Harper, Class Counsel

FOR DEFENDANTS:



Robert E. Kirschman, Jr.
Deputy Director
Commercial Litigation Branch

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

<p>ELOUISE PEPION COBELL, <u>et al.</u>,</p> <p>Plaintiffs,</p> <p>vs.</p> <p>KEN SALAZAR, Secretary of the Interior, <u>et al.</u>,</p> <p>Defendants.</p>	<p>Case No. 1:96CV01285-TFH</p>
--	--

Seventh Modification of December 7, 2009
Class Action Settlement Agreement

August 6, 2010

agreed to be extended by the Parties, the Agreement shall automatically become null and void.

Settlement Agreement, paragraph B.1.

3. The Agreement originally defined the Legislation Enactment Deadline as December 31, 2009, 11:59 p.m. Eastern time. Settlement Agreement, paragraph A.22.

4. It subsequently became apparent to the Parties that in order for the Agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline would need to be extended. Accordingly, the Parties agreed on six occasions to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement. Most recently, the Parties agreed to extend the deadline to August 6, 2010, 11:59 p.m. Eastern time.

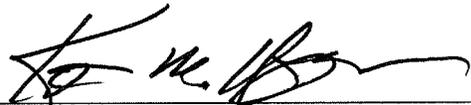
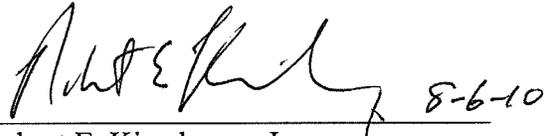
5. It has now become apparent that the Legislation Enactment Deadline must be extended further in order for the Agreement to continue to be valid after August 6, 2010.

6. The Parties desire that this Agreement continue to be valid after August 6, 2010.

7. Accordingly, the Parties hereby agree to extend the Legislation Enactment Deadline set forth in paragraph A.22 of the Agreement to October 15, 2010, 11:59 p.m. Eastern time.

SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Seventh Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS:	FOR DEFENDANTS:
 Dennis M. Gingo, Class Counsel  Keith M. Harper, Class Counsel	 Robert E. Kirschman, Jr. Deputy Director Commercial Litigation Branch

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-TFH

**November 17, 2010 Modification
of December 7, 2009
Class Action Settlement Agreement**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-TFH

**NOVEMBER 17, 2010 MODIFICATION OF
CLASS ACTION SETTLEMENT AGREEMENT**

1. The December 7, 2009 Class Action Settlement Agreement (“Agreement” or “Settlement Agreement”) in this case was entered into by and between Elouise Pepion Cobell, Penny Cleghorn, Thomas Maulson, and James Louis LaRose (collectively, the “Named Plaintiffs”), on behalf of themselves and members of the Classes of individual Indians defined in this Agreement (collectively “Plaintiffs”), on the one hand, and Ken Salazar, Secretary of the Interior, Larry Echohawk, Assistant Secretary of the Interior – Indian Affairs, and H. Timothy Geithner, Secretary of the Treasury and their successors in office, all in their official capacities (collectively, “Defendants”). Plaintiffs and Defendants are collectively referenced as the “Parties.”

2. The Parties have previously entered into modifications to the Agreement to modify the first sentence of Paragraph C.2.b to provide the Trust Administration Class additional time to review the terms of the Agreement and to extend the Legislation Enactment Date.

3. In the Agreement, the Parties agreed that the Settlement is contingent on enactment of legislation to authorize or confirm specific aspects of the Settlement as set forth in the Agreement. The Parties further agreed that if such legislation were enacted with material changes, the Agreement would become null and void.

4. The Parties remain willing to implement the Settlement Agreement in accordance with the legislation attached to the Settlement Agreement as Exhibit A ("Exhibit A Legislation"), if such legislation is enacted into law.

5. The Parties have worked to support passage of legislation necessary to give effect to the Agreement. In that effort, the Parties have separately considered certain additional terms for the Agreement and have determined that, if such additional terms are included in enacted legislation implementing the Settlement, acceptance of these additional terms will be in the best interests of the Parties. The legislation containing those additional terms is attached hereto as Exhibit 1. If the legislative language set forth in Exhibit 1 is enacted into law, the Parties desire that the Agreement continue to be valid in conformity with modifications made by the legislative language set forth in Exhibit 1 and that definitions, terms, and other provisions of the Agreement shall be so modified and conform thereto. The Parties do not agree to any other material change to the Settlement.

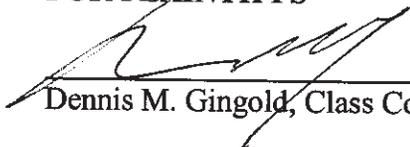
6. Accordingly, the Parties hereby agree that if the legislative language set forth in Exhibit 1 is enacted into law, all definitions, terms and other provisions set forth in Exhibit 1 are agreed to by the Parties and shall be incorporated by reference in the Settlement Agreement as if they are restated therein expressly and in their entirety, and any definitions, terms, and provisions in the Settlement Agreement inconsistent with such definitions, terms, and other provisions in the legislative language in Exhibit 1 shall have no effect. Further, and without limiting the prior

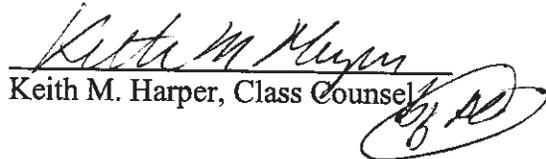
sentence, the Parties specifically agree that if the legislative language set forth in Exhibit 1 is enacted into law, the Trust Administration Adjustment Fund as set forth in Exhibit 1 shall be part of the Settlement and all payments made from it to individual Indians shall be payments made pursuant to the Settlement.

SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this November 17, 2010 Modification of the December 7, 2009 Class Action Settlement Agreement, the Parties hereby execute this Modification:

FOR PLAINTIFFS


Dennis M. Gingold, Class Counsel


Keith M. Harper, Class Counsel

FOR DEFENDANTS

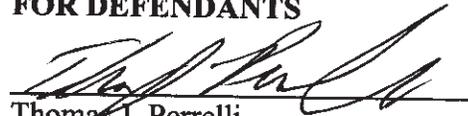

Thomas J. Perrelli
Associate Attorney General

EXHIBIT 1
TO
**NOVEMBER 17, 2010 MODIFICATION OF DECEMBER 7, 2009 CLASS ACTION
SETTLEMENT AGREEMENT**

TITLE I — INDIVIDUAL INDIAN MONEY ACCOUNT LITIGATION SETTLEMENT

SEC. 101. INDIVIDUAL INDIAN MONEY ACCOUNT LITIGATION SETTLEMENT.

(a) Definitions.—In this section:

(1) AGREEMENT ON ATTORNEYS' FEES, EXPENSES, AND COSTS.—The term “Agreement on Attorneys’ Fees, Expenses, and Costs” means the agreement dated December 7, 2009, between Class Counsel (as defined in the Settlement) and the Defendants (as defined in the Settlement) relating to attorneys’ fees, expenses, and costs incurred by Class Counsel in connection with the Litigation and implementation of the Settlement, as modified by the parties to the Litigation.

(2) AMENDED COMPLAINT.—The term “Amended Complaint” means the Amended Complaint attached to the Settlement.

(3) FINAL APPROVAL.—The term “final approval” has the meaning given the term in the Settlement.

(4) LAND CONSOLIDATION PROGRAM.—The term “Land Consolidation Program” means a program conducted in accordance with the Settlement, the Indian Land Consolidation Act (25 U.S.C. 2201 et seq.), and subsection (e)(2) under which the Secretary may purchase fractional interests in trust or restricted land.

(5) LITIGATION.—The term “Litigation” means the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, United States District Court, District of Columbia, Civil Action No. 96–1285 (TFH).

(6) PLAINTIFF.—The term “Plaintiff” means a member of any class certified in the Litigation.

(7) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(8) SETTLEMENT.—The term “Settlement” means the Class Action Settlement Agreement dated December 7, 2009, in the Litigation, as modified by the parties to the Litigation.

(9) TRUST ADMINISTRATION ADJUSTMENT FUND.—The term “Trust Administration Adjustment Fund” means the \$100,000,000 deposited in the Settlement Account (as defined in the Settlement) pursuant to subsection (j)(1) for use in making the adjustments authorized by that subsection.

(10) TRUST ADMINISTRATION CLASS.—The term “Trust Administration Class” means the Trust Administration Class as defined in the Settlement.

(b) Purpose.—The purpose of this section is to authorize the Settlement.

(c) Authorization.—

(1) IN GENERAL.—The Settlement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Settlement is authorized, ratified, and confirmed, to the extent that such amendment is executed to make the Settlement consistent with this section.

(d) Jurisdictional Provisions.—

(1) IN GENERAL.—Notwithstanding the limitation on the jurisdiction of the district courts of the United States in section 1346(a)(2) of title 28, United States Code, the United States District Court for the District of Columbia shall have jurisdiction of the claims asserted in the Amended Complaint for purposes of the Settlement.

(2) CERTIFICATION OF TRUST ADMINISTRATION CLASS.—

(A) IN GENERAL.—Notwithstanding the requirements of the Federal Rules of Civil Procedure, the court in the Litigation may certify the Trust Administration Class.

(B) TREATMENT.—On certification under subparagraph (A), the Trust Administration Class shall be treated as a class certified under rule 23(b)(3) of the Federal Rules of Civil Procedure for purposes of the Settlement.

(e) Trust Land Consolidation.—

(1) TRUST LAND CONSOLIDATION FUND.—

(A) ESTABLISHMENT.—On final approval of the Settlement, there shall be established in the Treasury of the United States a fund, to be known as the “Trust Land Consolidation Fund”.

(B) AVAILABILITY OF AMOUNTS.—Amounts in the Trust Land Consolidation Fund shall be made available to the Secretary during the 10-year period beginning on the date of final approval of the Settlement—

(i) to conduct the Land Consolidation Program; and

(ii) for other costs specified in the Settlement.

(C) DEPOSITS.—

(i) IN GENERAL.—On final approval of the Settlement, the Secretary of the Treasury shall deposit in the Trust Land Consolidation Fund \$1,900,000,000 out of the amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code.

(ii) CONDITIONS MET.—The conditions described in section 1304 of title 31, United States Code, shall be deemed to be met for purposes of clause (i).

(D) TRANSFERS.—In a manner designed to encourage participation in the Land Consolidation Program, the Secretary may transfer, at the discretion of the Secretary, not more than \$60,000,000 of amounts in the Trust Land Consolidation Fund to the Indian Education Scholarship Holding Fund established under paragraph (3).

(2) OPERATION.—The Secretary shall consult with Indian tribes to identify fractional interests within the respective jurisdictions of the Indian tribes for purchase in a manner that is consistent with the priorities of the Secretary.

(3) INDIAN EDUCATION SCHOLARSHIP HOLDING FUND.—

(A) ESTABLISHMENT.—On final approval of the Settlement, there shall be established in the Treasury of the United States a fund, to be known as the “Indian Education Scholarship Holding Fund”.

(B) AVAILABILITY.—Notwithstanding any other provision of law governing competition, public notification, or Federal procurement or assistance, amounts in the Indian Education Scholarship Holding Fund shall be made available, without further appropriation, to the Secretary to contribute to an Indian Education Scholarship Fund, as described in the Settlement, to provide scholarships for Native Americans.

(4) ACQUISITION OF TRUST OR RESTRICTED LAND.—The Secretary may acquire, at the discretion of the Secretary and in accordance with the Land Consolidation Program, any fractional interest in trust or restricted land.

(5) TREATMENT OF UNLOCATABLE PLAINTIFFS.—A Plaintiff, the whereabouts of whom are unknown and who, after reasonable efforts by the Secretary, cannot be located during the 5-year period beginning on the date of final approval of the Settlement, shall be considered to have accepted an offer made pursuant to the Land Consolidation Program.

(f) Taxation and Other Benefits.—

(1) INTERNAL REVENUE CODE.—For purposes of the Internal Revenue Code of 1986, amounts received by an individual Indian as a lump sum or a periodic payment pursuant to the Settlement shall not be—

(A) included in gross income; or

(B) taken into consideration for purposes of applying any provision of the Internal Revenue Code that takes into account excludable income in computing adjusted gross income or modified adjusted gross income, including section 86 of that Code (relating to Social Security and tier 1 railroad retirement benefits).

(2) OTHER BENEFITS.—Notwithstanding any other provision of law, for purposes of determining initial eligibility, ongoing eligibility, or level of benefits under any Federal or federally assisted program, amounts received by an individual Indian as a lump sum or a periodic payment pursuant to the Settlement shall not be treated for any household member, during the 1-year period beginning on the date of receipt—

(A) as income for the month during which the amounts were received; or

(B) as a resource.

(g) Incentive Awards and Award of Attorneys' Fees, Expenses, and Costs Under Settlement Agreement.—

(1) IN GENERAL.—Subject to paragraph (3), the court in the Litigation shall determine the amount to which the Plaintiffs in the Litigation may be entitled for incentive awards and for attorneys' fees, expenses, and costs—

(A) in accordance with controlling law, including, with respect to attorneys' fees, expenses, and costs, any applicable rule of law requiring counsel to produce contemporaneous time, expense, and cost records in support of a motion for such fees, expenses, and costs; and

(B) giving due consideration to the special status of Class Members (as defined in the Settlement) as beneficiaries of a federally created and administered trust.

(2) NOTICE OF AGREEMENT ON ATTORNEYS' FEES, EXPENSES, AND COSTS.—The description of the request of Class Counsel for an amount of attorneys' fees, expenses, and costs required under paragraph C.1.d. of the Settlement shall include a description of all material provisions of the Agreement on Attorneys' Fees, Expenses, and Costs.

(3) EFFECT ON AGREEMENT.—Nothing in this subsection limits or otherwise affects the enforceability of the Agreement on Attorneys' Fees, Expenses, and Costs.

(h) Selection of Qualifying Bank.—The United States District Court for the District of Columbia, in exercising the discretion of the Court to approve the selection of any proposed Qualifying Bank (as defined in the Settlement) under paragraph A.1. of the Settlement, may consider any factors or circumstances regarding the proposed Qualifying Bank that the Court determines to be appropriate to protect the rights and interests of Class Members (as defined in the Settlement) in the amounts to be deposited in the Settlement Account (as defined in the Settlement).

(i) Appointees to Special Board of Trustees.—The 2 members of the special board of trustees to be selected by the Secretary under paragraph G.3. of the Settlement shall be selected only after consultation with, and after considering the names of possible candidates timely offered by, federally recognized Indian tribes.

(j) Trust Administration Class Adjustments.—

(1) FUNDS.—

(A) IN GENERAL.—In addition to the amounts deposited pursuant to paragraph E.2. of the Settlement, on final approval, the Secretary of the Treasury shall deposit in the Trust Administration Adjustment Fund of the Settlement Account (as defined in the Settlement) \$100,000,000 out of the amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code, to be allocated and paid by the Claims Administrator (as defined in the Settlement and pursuant to paragraph E.1.e of the Settlement) in accordance with this subsection.

(B) CONDITIONS MET.—The conditions described in section 1304 of title 31, United States Code, shall be deemed to be met for purposes of subparagraph (A).

(2) ADJUSTMENT.—

(A) IN GENERAL.—After the calculation of the pro rata share in Section E.4.b of the Settlement, the Trust Administration Adjustment Fund shall be used to increase the minimum payment to each Trust Administration Class Member whose pro rata share is—

(i) zero; or

(ii) greater than zero, but who would, after adjustment under this subparagraph, otherwise receive a smaller Stage 2 payment than those Trust Administration Class Members described in clause (i).

(B) RESULT.—The amounts in the Trust Administration Adjustment Fund shall be applied in such a manner as to ensure, to the extent practicable (as determined by the court in the Litigation), that each Trust Administration Class Member receiving amounts from the Trust Administration Adjustment Fund receives the same total payment under Stage 2 of the Settlement after making the adjustments required by this subsection.

(3) TIMING OF PAYMENTS.—The payments authorized by this subsection shall be included with the Stage 2 payments under paragraph E.4. of the Settlement.

(k) Effect of Adjustment Provisions.—Notwithstanding any provision of this section, in the event that a court determines that the application of subsection (j) is unfair to the Trust Administration Class—

(1) subsection (j) shall not go into effect; and

(2) on final approval of the Settlement, in addition to the amounts deposited into the Trust Land Consolidation Fund pursuant to subsection (e), the Secretary of the Treasury shall deposit in that Fund \$100,000,000 out of amounts appropriated to pay final judgments, awards, and compromise settlements under section 1304 of title 31, United States Code (the conditions of which section shall be deemed to be met for purposes of this paragraph) to be used by the Secretary in accordance with subsection (e).



NOTICE PROGRAM

Cobell v. Salazar
No. 1:96 CV 01285

U.S. District Court for the District of Columbia

TABLE OF CONTENTS

	PAGE
FIRM OVERVIEW	1
BACKGROUND ON <i>COBELL V. SALAZAR</i>	
Class Definitions	3
Situation Analysis	4
NOTICE PROGRAM OVERVIEW	
Development of Program	7
Program Components	8
DIRECT NOTICE	
Direct Mail to IIM Account Holders	11
PAID MEDIA METHODOLOGY	
Native American Media Usage	13
Approach to Paid Media	14
NATIVE AMERICAN MEDIA	
Publications	16
Radio	17
Internet Advertising	19
MAINSTREAM MEDIA	
Broadcast Media Methodology	24
Television	27
Radio	29
Newspaper Supplements	30
Military Newspapers	32
Rodeo Media	33
PAID MEDIA DELIVERY	34
THIRD PARTY NOTICE PROGRAM	37
EARNED MEDIA PROGRAM	41

NOTICE DESIGN

Methodology	44
Long-Form Notice	45
Publication Notice	46
Radio and/or TV Ad	47
DVD	48
Website and Internet Ads	49

TOLL-FREE TELEPHONE SUPPORT 52

EXHIBITS

Exhibit 1 - Selected KM Cases	
Exhibit 2 - Long Form Notice	
Exhibit 3 - Publication Notice	
Exhibit 4 - Native American Publications (accept advertising)	
Exhibit 5 - Native American Publications (do not accept advertising)	
Exhibit 6 - Public and Native American Radio Stations	
Exhibit 7 - Weekend Newspaper Supplement List	
Exhibit 8 - Military Publications	
Exhibit 9 - National, State, and Local Organizations Participating in Notice Effort	
Exhibit 10 - Tribal Entities Participating in Notice Effort	
Exhibit 11 - Commercial Enterprises Participating in Notice Effort	
Exhibit 12 - Radio Spots	
Exhibit 13 - TV Spot	

FIRM OVERVIEW

Kinsella Media, LLC (“KM”) is a nationally recognized advertising and legal notification firm specializing in the design and implementation of class action and bankruptcy notification programs to reach unidentified putative class members.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 600 notification programs and has placed over \$230 million in paid media notice. A selection of KM’s case experience is attached as Exhibit 1.

The firm is particularly experienced in providing notice to distinct groups that require specialized targeting and outreach efforts. Our experience in complex notice programs with target audiences that have characteristics similar to the instant case includes the following:

- KM was responsible for providing notice in *In re Holocaust Victim Assets Litigation* Nos. CV-96-4849, CV-96-5161, and CV-97-461 (E.D.NY) to reach Romani Holocaust victims (gypsies). Using in-country organizers and human rights organizations, the firm designed and implemented a “grassroots” campaign to reach the isolated and educationally disadvantaged Roma in 15 countries in Europe and the former Soviet Union.
- Most recently, *In re W.R. Grace & Co* No. 01-01139 (Bankr. D.Del.), KM included notice to indigenous peoples in Canada in an aboriginal language (Inuktitut) for the Zonolite Attic Insulation notice program using media targeted specifically to these Native peoples.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in “plain language” and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and comparable state guidelines.

Cobell v. Salazar

BACKGROUND ON COBELL V. SALAZAR

BACKGROUND ON COBELL V. SALAZAR CLASS DEFINITIONS

The Settlement includes two Classes, which are largely overlapping and defined as:

Historical Accounting Class. “Historical Accounting Class” means those individual Indian beneficiaries (exclusive of those who prior to the filing of the Complaint on June 10, 1996 had filed actions on their own behalf stating a claim for a historical accounting) alive on September 30, 2009, and who had an IIM Account open during any period between October 25, 1994 and September 30, 2009, which IIM Account had at least one cash transaction credited to it at any time as long as such credits were not later reversed. Beneficiaries deceased as of September 30, 2009 are included in the Historical Accounting Class only if they had an IIM Account that was open as of September 30, 2009. The estate of any Historical Accounting Class Member who dies after September 30, 2009 but before the distribution is in the Historical Accounting Class.

Trust Administration Class. “Trust Administration Class” shall mean those individual Indian beneficiaries (exclusive of persons who filed actions on their own behalf, or a group of individuals who were certified as a class in a class action, stating a Funds Administration Claim or a Land Administration Claim prior to the filing of the Amended Complaint) alive as of September 30, 2009, and who have or had IIM Accounts in the “Electronic Ledger Era” (currently available electronic data in systems of the Department of the Interior dating from approximately 1985 to the present), as well as individual Indians who, as of September 30, 2009, had a recorded or other demonstrable ownership interest in land held in trust or restricted status, regardless of the existence of an IIM Account and regardless of the proceeds, if any, generated from the Land. The Trust Administration Class does not include beneficiaries deceased as of September 30, 2009, but does include the estate of any deceased beneficiary whose IIM Accounts or other trust assets had been open in probate as of September 30, 2009. The estate of any Trust Administration Class Member who dies after September 30, 2009, but before the distribution, is included in the Trust Administration Class.

BACKGROUND ON COBELL V. SALAZAR SITUATION ANALYSIS

- The Classes comprise individual Indians who have IIM Accounts and individual Indians who have a recorded or other demonstrable ownership interest in land held in trust or in restricted status by the U.S. Government.
- The Classes may include up to 600,000 individuals. The exact number is not known due to the lack of accurate or comprehensive records. Records with current addresses exist for the majority of individual Indians covered by the Settlement, but tens of thousands of addresses are unknown for a variety of reasons, including circumstances where beneficiaries have moved or died.
- Class Members, particularly heirs, may or may not be aware of their ownership of an IIM account or interest in trust land. The Notice Program, therefore, must be sufficient to stimulate unaware Class Members to make inquiries about the nature and scope of the Settlement and their legal rights.
- The proposed Settlement affects individual Indians across the country, including members of many federally recognized tribes west of the Mississippi River. The chart below allocates IIM Accounts by region.

The objective of the Notice Program is to successfully reach and inform Class Members of the proposed Settlement so they may receive their share of the Settlement funds, object to the Settlement, or – for the Trust Administration Class – opt out of the Settlement. Because Direct Notice in this case will not reach all potential Class Members, a Paid Media Notice Program targeted to unidentified Class Members is necessary. In addition, an extensive outreach program to tribes and third-party organizations that interact with potential Class Members will be undertaken.

NOTICE PROGRAM OVERVIEW

NOTICE PROGRAM OVERVIEW DEVELOPMENT OF PROGRAM

This Notice Program is grounded in information provided by Class Counsel, the Department of Interior (“Interior”), and independent research undertaken by KM including:

- Contact information for IIM Account Holders by tribe, region, and state.
- Briefings from Class Representative Elouise Cobell and Class Counsel that provided information on tribes, tribal lands, and other pertinent information.
- Internet identification of national, state, and local organizations and communities that provide service and assistance to Native Americans.
- U.S. Department of the Interior, Bureau of Indian Affairs maps, Veronica E. Velarde Tiller, Tiller’s Guide to Indian Country (BowArrow Pub. Co. 2005), and other data that provided geographic locations of allotted acreage (“Allotted Land”).
- The likely geographic concentration of Class Members based on location of Allotted Lands and identifiable areas such as cities, counties, and states where Native Americans are located.
- Research into available mainstream communication vehicles that are likely to reach affected Class Members based on media usage and geographic coverage.
- Identification of local and national Native American media vehicles through which Class Members could receive information.
- Demographics of Native Americans and their media usage.

Cobell v. Salazar

NOTICE PROGRAM OVERVIEW PROGRAM COMPONENTS

This Notice Program outlines procedures to provide notice of the Settlement of *Cobell v. Salazar* as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

This Notice Program consists of multiple, inter-related, and complementary components to ensure that as many Class Members as practicable are given notice of the Settlement. The key elements of the Program can be broadly categorized as follows:

- Direct Notice
- Paid Media Notice
- Tribal and Third-Party Outreach
- Earned Media Notice

The existing Informational Website and Toll-Free Support Line will be enhanced and integrated into the Program.

DIRECT NOTICE

Direct Notice consisting of the Long Form Notice (“Notice”) (Exhibit 2) and a claim form will be sent via first-class mail to:

- All Class Members whose names and addresses are readily available and provided by Interior, or whose addresses can be reasonably obtained through advance level research.
- All individuals who registered on the Informational Website or through the Toll-Free Support Line set up in connection with the announcement of the Settlement.
- All individuals who contacted and provided contact information to the Toll-Free Support Line, the email address provided on the Informational Website, or the P.O. Box as a result of reading or hearing about the Settlement through the paid media notice, outreach through third-parties, or the earned media program as well as those who otherwise make themselves known to Class Counsel or KM.

The Notice will be available on the Informational Website as a PDF file.

PAID MEDIA NOTICE

To reach Class Members who do not receive Direct Notice due to missing records, unknown addresses, or other reasons, the Notice Program will include Native American media as well as mainstream media.

Cobell v. Salazar

After careful research of the demographics, media habits, and geographical location of Class Members, the Paid Media Program will include:

- Publication Notice (Exhibit 3) placed in tribal, local, and national Native American print media.
- Internet banner ads on Native American-focused websites.
- Local TV and radio spots in key markets that cover the Allotted Lands and key markets with significant concentrations of Native American populations.
- Print advertisements in mass newspaper supplements that have broad geographic reach of the U.S. to notify Class Members nationally.
- Print advertisements in specialized media including a) military newspapers to reach Native Americans who are serving or who have served in the armed forces, and b) rodeo-oriented magazines and event newsletters, both local and national, with Native American readership.

TRIBAL AND THIRD-PARTY OUTREACH

KM identified and directly contacted over 2,500 entities affiliated with the most affected tribes to solicit and arrange their participation in the Notice Program. This included national and community-based organizations that provide services and support to Native Americans, tribal colleges, religious institutions, and businesses. Notice materials will be supplied to these third parties containing appropriate, pre-produced materials for use in organizational newsletters and bulletins, as well as posters, DVDs, and flyers to be used by those organizations and agencies that interface directly with potential Class Members.

EARNED MEDIA

The Direct, Paid Media, and Third-Party Notice efforts will be amplified through a press release sent to national print outlets and tribal newspapers, at the beginning of the Notice Period, as well as distribution of another press release three weeks before the opt-out deadline. Ongoing efforts will be undertaken to stimulate media coverage nationally and in targeted areas. In addition, an audio news release and a video news release, which are pre-produced TV and radio news stories, will be distributed nationally.

Significant earned media resulted from the announcement of the Settlement with over 240 media outlets carrying the information. Similar media coverage has been observed during the legislative approval process. It is anticipated that the same coverage will continue.

DIRECT NOTICE

DIRECT NOTICE

DIRECT MAIL TO IIM ACCOUNT HOLDERS

Direct Notice will consist of mailing the Long Form Notice and a claim form (“Notice Packet”) via first-class mail to inform Class Members of their legal rights and how they may participate in, object to, or opt-out of the Settlement. The Garden City Group, Inc. (“GCG”), the Claims Administrator, will send the Notice Packet to:

- All Class Members whose names and addresses are readily available and provided by Interior or whose addresses can be reasonably obtained through advance level research;
- All individuals who registered on the Informational Website or through the toll-free number set up in connection with the announcement of the Settlement;
- All individuals who contacted and provided contact information to the Toll-Free Support Line, the email address provided on the Informational Website, or the P.O. Box as a result of reading or hearing about the Settlement through the paid media notice, outreach through third parties, or the earned media program as well as those who otherwise make themselves known to Class Counsel or KM.

DIRECT NOTICE TO IDENTIFIABLE BENEFICIARIES

GCG has received records of beneficiaries from Interior and will continue to receive updated contact information for beneficiaries from Interior. Contact information consists of the best and most current records available from Interior that include a beneficiary’s name; social security number; date of birth; mailing address; and whether Interior’s individual Indian Trust records reflect that beneficiary to be a minor, non-compos mentis, an individual under legal disability, an adult in need of assistance, or an adult whose whereabouts are unknown. To date, at least one potentially viable mailing address is available for approximately 300,000 beneficiaries. GCG input this contact information in the database it designed for this Settlement (“Indian Trust Database”).

Where Interior has provided a beneficiary’s mailing address, prior to the initial mailing, GCG will use the National Change of Address (“NCOA”) database to update address changes. The NCOA database is the official U.S. Postal Service database product, which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. Mailing addresses obtained from the NCOA database will be updated in the Indian Trust Database.

Where the beneficiary’s mailing address is unknown to Interior, prior to the initial mailing, GCG is using other contact information provided by Interior to conduct advance level research in an attempt to obtain current mailing address information to reach the beneficiary or the beneficiary’s heirs. GCG is using several avenues to obtain updated address information. These services access information from the main credit bureaus, as well as a variety of public record searches including historic property ownership information and next-of-kin information, where appropriate. When updated mailing addresses are not available in the public domain through advance level research, GCG is

Cobell v. Salazar

taking steps to locate phone numbers and/or email addresses from which information may be derived to locate and reach beneficiaries.

RETURNED NOTICE

Notice Packets returned with forwarding address information will be updated in the Indian Trust Database and promptly re-mailed.

To reach those beneficiaries whose Notice Packets are returned without forwarding address, GCG will undertake the advance level search steps discussed above and re-mail the Notice when updated address information can reasonably be obtained.

DIRECT NOTICE TO SELF-IDENTIFIED INDIVIDUALS

In addition to Direct Notice sent to beneficiaries with contact information provided by Interior, Direct Notice will be sent to all individuals who registered on the Informational Website or with the Toll-Free Support Line set up in connection with announcement of the Settlement. To date, almost 23,000 individuals have registered to receive Direct Notice.

PAID MEDIA METHODOLOGY

PAID MEDIA METHODOLOGY NATIVE AMERICAN MEDIA USAGE

Individuals spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers, or non-users of a particular medium. For example, GfK MRI¹ data shows that individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspaper readers and light television viewers.

KM develops notice programs that focus on the media types used most often by the target audiences. To examine the media habits of the target audience, KM compares the target audience's media usage to that of the average Adult 18+ as reported by GfK MRI. Using GfK MRI data, KM determined that Native Americans are:

- Very heavy users of television
- Heavy users of magazines
- Above average users of radio
- Average users of newspapers
- Below average users of Internet (any online activity will be on sites focused on Native American interests)

These media habits, in conjunction with the geographic location of Allotted Lands, and the availability and penetration of certain media vehicles both on reservations and in metro areas provide direction to the selection of media vehicles.

¹ GfK MRI is a nationally accredited media and marketing research firm that provides syndicated data on audience size, composition, and other relevant factors pertaining to major media including broadcast, magazines, newspapers, and outdoor advertising. GfK MRI provides a single source measurement of major media, products, services, and in-depth consumer demographic and lifestyle/psychographic characteristics.

PAID MEDIA METHODOLOGY **APPROACH TO PAID MEDIA**

The goal of the Paid Media Notice Program is to provide comprehensive Notice to Class Members who do not receive Direct Notice. The media selected for the Paid Media Notice Program relies on Native American media as well as mainstream media targeted to geographic areas where Class Members are likely to reside. It is multi-faceted and layered—it includes tribal, local, and national Native American media, mainstream media, and diverse media vehicles including print, radio, TV, and Internet. By using multiple media vehicles, we increase the opportunity for Class Members to see the Notice based on their individual media habits.

In choosing which media would be best for this case, KM first identified and selected tribal, local, and national Native American publications, newsletters, and websites to provide direct reach of Class Members. Because Native American media cannot provide the breadth of reach needed to assure the Court of adequate notice, KM undertook an examination of the geographic locations in which Class Members are most likely to reside.

Specifically, KM:

- Used Tiller's Guide to Indian Country (BowArrow Pub. Co. 2005) to identify reservations and geographic areas with significant Allotted Lands.
- Undertook a zip code analysis of identifiable IIM Account Holders to ascertain specific areas already containing significant numbers of Account Holders to target media where additional Account Holders would likely be found.
- Used GfK MRI to identify metropolitan areas with high concentrations of Native Americans, given the high percentage of IIM Account Holders who are not identifiable and the dispersal of Native American populations including heirs of IIM Account Holders.
- Undertook additional research to find media likely to be consumed by Native Americans.

Based on the Native American media usage and the physical attributes of many reservations, television and radio are obvious media vehicles for Notice dissemination. KM therefore reviewed available broadcast options for media markets that cover the Allotted Lands and the key markets with significant concentrations of Native Americans.

NATIVE AMERICAN MEDIA

NATIVE AMERICAN MEDIA PUBLICATIONS

Advertising the Settlement in tribal, local, and national Native American publications will provide multiple opportunities for the target audience to view the Publication Notice. The 68 Native American publications in which paid media will be placed for the Notice Program are listed in Exhibit 4.²

Given the direct access to potential Class Members by Native American media, print publications will be aggressively used as follows:

- Multiple advertisements of the Publication Notice in tribal, local, and national Native American publications that accept paid advertising, to ensure sufficient opportunity to view the Notice.
 - One advertisement in all publications that are published monthly or bi-monthly.
 - Two advertisements in all publications that are published bi-weekly.
 - Three advertisements in all publications that are published daily or weekly.

The Publication Notice will run as follows:

- A full-page or page-dominant advertisement in tribal, local, and national Native American magazines and newspapers to initiate the Notice Program.
- Additional advertisements to run as a half page (quarter page in oversized magazines and newspapers) in tribal, local, and national Native American publications.

The Publication Notice will run in color, when offered by the publication, to ensure that it stands out and further catches readers' attention.

² A press release and the Publication Notice will be sent to those publications that do not accept paid advertising or advertising outside of their reservation. Exhibit 5 lists these publications.

Cobell v. Salazar

NATIVE AMERICAN MEDIA RADIO

KM recommends that spots be purchased on local stations, including those broadcast from reservations that are specifically geared towards Native Americans. These stations are purchased in the same manner as general mainstream media and are included in the discussion of radio in the Mainstream Media section.

In addition to these general radio formats, KM also recommends purchasing advertising, when available, on Native American radio networks. Programming is focused on topics and music of interest to the Native American community. The programs are distributed to radio stations, both Native American-owned and general market stations, across the U.S.

These networks include:



- *Native America Calling* is a live call-in program linking public radio stations, the Internet, and listeners together in a national conversation about issues specific to Native communities. Each program engages noted guests and experts with callers throughout the U.S. and is designed to improve the quality of life for Native Americans. Approximately 500,000 listeners hear Native America Calling each week on 52 stations in the U.S. and Canada.



- *Native Voice One (NV1)* educates, advocates, and celebrates Native American life and culture by providing a program service from a Native point of view. NV1 enables Native people, especially those who do not have access to the many reservation and village-based Native-owned and -operated stations, to stay connected. Many Native stations and independent radio producers contribute Native-oriented programs to NV1 for inclusion in the NV1 program service.



- *Alaska Public Radio Network (APRN)*, based in Anchorage, is a member-based organization of 25 independent public radio stations spread across Alaska. These stations pool their resources to create and share news and public affairs programming of statewide value, boosting service to Alaska's citizens.

Cobell v. Salazar



- *EarthSongs*, distributed by Native Voice One, gives public radio and Internet listeners the chance to explore the Native influences that help shape and define contemporary American music.



- *National Native News* covers the social, economic, and cultural issues that affect every community, and helps radio listeners understand the interconnectedness between Native people and their non-Native neighbors.

NATIVE AMERICAN MEDIA INTERNET ADVERTISING

Internet advertising will be incorporated into the Notice Program to provide Class Members with additional opportunities to see the Notice beyond the broad-reaching broadcast and print program. Internet advertising delivers an immediate message in a targeted environment and allows the viewer of an advertisement to instantly link to a website for further information.

INTERNET ADS

KM recommends that ads be placed on a wide range of websites that offer specific Native American content and information, enabling maximum exposure opportunities to reach Native Americans. KM identified a number of websites that cover a broad range of Native American interests, along with several tribal websites that accept banner advertising.

KM will be placing ads on the following websites:



- This site provides culturally relevant education and information services for North American Indian tribes and organizations.

Bay Mills Indian Community

- This website serves as the local news source for the Ojibwe Tribe in the Bay Mills Community, replacing the local print publication.



- As of 2010, NFIC has 14 issues a year with its print and electronic editions, supplying national news, pow wow dates, and information on all of Indian Country. NFIC contains national, cultural, and regional sections along with special interest articles, features, entertainment, letters, and the most up-to-date comprehensive pow wow directory throughout North America.

INDIAN COUNTRY TODAY

- *IndianCountryToday.com* is the news source of record for leaders in Indian Country as well as Native organizations, members of the U.S. Congress, federal government officials, business executives, health professionals, lawyers, educators, students, and local and state politicians.

Cobell v. Salazar



- *IndianVoices.net* is targeted to a diverse readership as a multi-cultural networking tool designed to inform and promote environmental and individual harmony among indigenous peoples.



- *Indianz.com* reaches a wide range of viewers: Native American students in college, Native American young professionals, and people interested in Native American content in general.



- *LakotaCountryTimes.com* is the largest Lakota-owned and -operated online and print independent newspaper.



- *LCOTimes.com* is the online site of *The Ojibwe Times* - the news source for the Lac Courte Oreilles Chippewa Indians.



- *NativeTimes.com* is the official website of the *Native American Times* newspaper published from the capital of the Cherokee Nation, Tahlequah, Oklahoma.



- *NativePeoples.com* is the website for the magazine with its focus on the arts, culture, and lifeways of the Native peoples of the Americas. It also reports on topics related to business, health, education, politics, sports, travel in "Indian Country," the environment, food, language, history, and other subjects associated with Native American life past and present.

Cobell v. Salazar



- *NavajoTimes.com* informs the Navajo people of events, news, and issues of importance to them, within the boundaries of the Navajo Nation and throughout the U.S.



- *NhoNews.com* reports on the news and events for the Navajo and Hopi Nations, and Flagstaff, Arizona.



- *Pechanga.net* is an important source for Indian and gaming news. The website and e-mail service disseminates essential stories to decision-makers in Indian Country and the gaming industry.



- *Powwows.com*'s network features a unique combination of event information, user forums, and traditional Native American artwork. The network of sites has all of the important information concerning singing, drumming and dancing. Visitors can listen to pow wow songs, upload pictures to the Gallery and watch videos of dance styles.



- *ShobanNews.com* is the website for the *Sho-Ban News* and is the news source for the Shoshone-Bannock Tribes in Idaho.

Cobell v. Salazar



- *WhisperingWind.com* is the online companion to the bi-monthly magazine and focuses on Native American crafts, culture, pow wows, and history.

Google Content Network

- The Google Content Network offers placement of banners on several sites that offer similar editorial interests based on key word phrases linked to Native American culture.

SPONSORED LINKS

A search engine is a tool designed to look for information on the Internet. In order to help search engine users locate the informational website about this case - both those specifically looking for it and those looking for related topics - KM will purchase sponsored links to appear when searchers enter certain terms.

KM will contract with Google AdWords and Bing Search Marketing to have sponsored links appear on the results page of keyword/phrase searches that could include:

- Cobell v. Salazar
- Native American Land Settlement
- Indian Land Settlement

The following is a sample ad that may be displayed on a search engine when a visitor enters any of the search terms above:



MAINSTREAM MEDIA

MAINSTREAM MEDIA BROADCAST MEDIA METHODOLOGY

Television has the ability to reach a wide audience with an immediate and accessible message. The combination of audio and visual message delivery increases the message impact. Viewers can quickly ascertain if the message is important and if so, decide to respond.

Local radio is bought both in metropolitan areas as well as smaller non-metropolitan areas within a larger given market and will be used to increase reach and frequency³ of the overall Notice Program to Native Americans. This is especially important in rural reservation communities where radio is a principle means for tribal populations to gather news.

Using the approach outlined on page 14, 59 total media markets (DMAs)⁴ were analyzed to determine the level of media to be purchased in each market. The selected DMAs include the cities listed below, as well as surrounding areas, however, some DMAs are much larger than just the noted city and their immediate surrounding areas. For example, the Salt Lake City DMA covers the entire state of Utah and the Albuquerque DMA covers most of the state of New Mexico.

These DMAs were divided into five tiers based on criteria that reflect reservations with Allotted Lands, high incidence of Native Americans in the population, and areas with significant numbers of identifiable IIM Account Holders. Broadcast media delivery is measured by Gross Rating Points (GRPs). GRPs represent the percentage of households or persons in the target audience who are exposed to the television and radio commercial messages in the schedule. This is an expressed measurement of the combined reach and frequency achieved by each medium within the market.

KM recommends the following coverage targeted to adults 18 and over:

CRITERIA	MEDIA	MARKETS
TIER 1		
<ul style="list-style-type: none"> • Market includes one or more identified reservation(s). • 1%+ of the market's population is made up of Native Americans based on 	<ul style="list-style-type: none"> • Six weeks of TV (750 GRPs). • Six weeks of metro radio (750 GRPs) when coverage is efficient. • Ads on all non-metro radio stations in key 	<ul style="list-style-type: none"> • Albuquerque, NM • Fargo-Valley City, ND • Great Falls, MT • Los Angeles, CA • Minneapolis-St. Paul, MN • Minot-Bismarck-Dickenson, ND • Oklahoma City, OK

³ Media reach and frequency is discussed in further detail in the "Target Audience Selection" of this Plan.

⁴ Designated Market Area ("DMA") is generally a group of counties in which the commercial television stations in the Metro/Central area achieve the largest audience share. This is non-overlapping geography for planning, buying, and evaluating media audiences across various markets.

Cobell v. Salazar

CRITERIA	MEDIA	MARKETS
<p>GfK MRI measurement.</p> <ul style="list-style-type: none"> • There are 7,000+ (2%+ of total) known addresses of Class Members within the market. 	<p>counties.</p> <ul style="list-style-type: none"> • Ads on all available local Native American radio stations that accept advertising. 	<ul style="list-style-type: none"> • Phoenix, AZ • Rapid City, SD • Seattle-Tacoma, WA • Sioux Falls, SD • Spokane, WA • Tulsa, OK • Yakima-Pasco-Richland-Kennewick, WA
TIER 2		
<ul style="list-style-type: none"> • Market has one or more identified reservation(s) within its geography. • 1%+ of the market's population is made up of Native Americans based on GfK MRI measurement. • There are 4,000-6,999 (1-2% of total) known addresses of Class Members within the market. 	<ul style="list-style-type: none"> • Six weeks of TV coverage (750 GRPs). • Six weeks of radio coverage (500 GRPs) when coverage is efficient. • Ads on any non-metro radio stations. • Ads on all available local Native American radio stations that accept advertising. 	<ul style="list-style-type: none"> • Anchorage, AK • Bend, OR • Billings, MT • Casper-Riverton, WY • Denver, CO • Eureka, CA • Missoula, MT • Portland, OR • Reno, NV • Salt Lake City, UT
TIER 3 (MARKETS MEET TWO OF THE THREE CRITERIA)		
<ul style="list-style-type: none"> • Market has one or more identified reservation(s) within its geography. • 1%+ of the market's population is made up of Native Americans based on GfK MRI measurement. • There are 2,000-3,999 (.5-1% of total) known addresses of Class Members within the market. 	<ul style="list-style-type: none"> • Four weeks of TV coverage (500 GRPs). • Four weeks of radio coverage (500 GRPs) when coverage is efficient on any non-metro radio stations. • Ads on all available local Native American radio stations that accept advertising. 	<ul style="list-style-type: none"> • Chico-Redding, CA • Detroit, MI • Duluth, MN/Superior, WI • Fairbanks, AK • Flint-Saginaw-Bay City, MI • Ft. Smith-Fayetteville, AR • Green Bay-Appleton, WI • Idaho Falls-Pocatello, ID • Joplin, MO/Pittsburg, KS • Juneau, AK • Kansas City, KS • Madison, WI • Omaha, NE • Sacramento-Stockton, CA • San Diego, CA • San Francisco-Oakland, CA • Sherman, TX/Ada, OK • Sioux City, IA

Cobell v. Salazar

CRITERIA	MEDIA	MARKETS
		<ul style="list-style-type: none"> • Topeka, KS • Tucson, AZ • Wausau-Rhineland, WI • Wichita Falls, TX/Lawton, OK • Wichita-Hutchinson Plus, KS
TIER 4 (MEETS ONE OF THE THREE CRITERIA)		
<ul style="list-style-type: none"> • Market has one or more identified reservation(s) within its geography. • 1%+ of the market's population is made up of Native Americans or 1%+ of the total U.S. Native American population is found in the market based on GfK MRI measurement. • There are 2,000+ (.5%+ of total) known addresses of Class Members within the market. 	<ul style="list-style-type: none"> • Four weeks of TV coverage (500 GRPs). • Ads on all available local Native American radio stations that accept advertising. • 	<ul style="list-style-type: none"> • Buffalo, NY • Chicago, IL • Dallas-Ft. Worth, TX • Fresno-Visalia, CA • Lansing, MI • Las Vegas, NV • La Crosse-Eau-Claire, WI • Washington, DC • Yuma, AZ/El Centro, CA
TIER 5 (MARKETS THAT DO NOT HAVE A STRONG NATIVE AMERICAN PRESENCE BUT BENEFIT FROM MEDIA SUPPORT)		
<ul style="list-style-type: none"> • Outlying counties that contain identified reservations but do not encompass a significant portion of the market. 	<ul style="list-style-type: none"> • Four weeks of non-metro radio covering identified counties. 	<ul style="list-style-type: none"> • Asheville, NC • Shreveport, LA • South Bend, IN

MAINSTREAM MEDIA

Cobell v. Salazar

TELEVISION

For this Notice Program, channels and programs appealing to the broadest audience will be selected. Our program calls for a Television Spot to be aired throughout the day in different program environments to reach the highest number of viewers. Because less than half of Native Americans subscribe to cable services, only local network programming will be used, with the exception of Alaska, where cable will be used to reach areas where local broadcasting is not guaranteed.

KM recommends placing a 30-second Television Spot on local independent stations in select markets, cable in Alaska, as well as on the following broadcast networks:



In addition to the more well-known networks noted above, we found that it would be cost effective to use the additional networks below to increase coverage in certain markets. These networks tend to broadcast programming that appeals to young, diverse audiences:

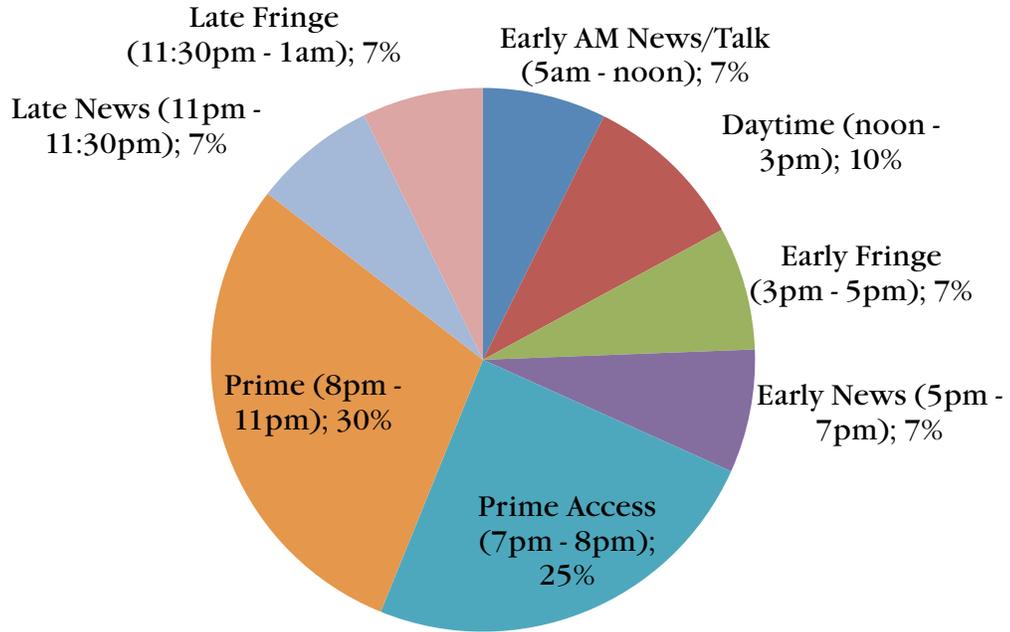


Broadcast advertising is broken into “dayparts,” specific timeframes within the broadcast day designated for analytical purposes. While specific times can vary based on time zones and network programming, these dayparts drive pricing and audience delivery when purchasing advertising. The media schedule will be dispersed among all dayparts to achieve cost efficient reach and give a diverse group of watchers opportunity to see the message.

The television schedule will be allocated as follows:

Cobell v. Salazar

GRP ALLOCATION



MAINSTREAM MEDIA RADIO

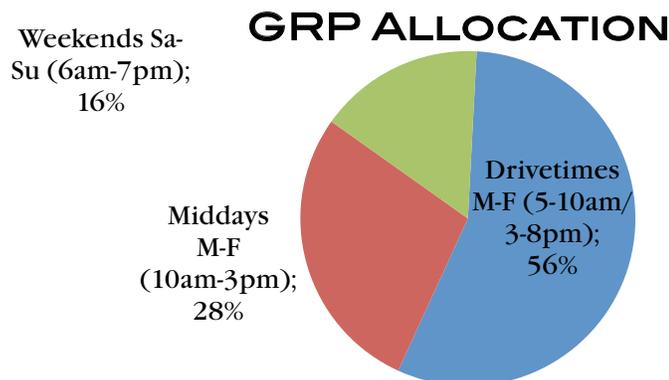
The Radio Spot for this plan will be designed to appeal specifically to Native Americans. Each spot will promote the Toll-Free Support Line and the Informational Website for Class Members to obtain more information. The Spot will alert Class Members to the nature of the Settlement and stress the importance of the legal information to follow.

- A 60-second spot will run on all selected commercial radio stations.
- Either a 15-second spot or a 30-second spot will run on public radio stations.
- National Public Radio (NPR) stations typically do not accept traditional advertising but instead accept “sponsorships” that must abide with guidelines so that the spot is strictly informational and does not actively ask the listener to take action. Where available and approved, NPR stations will be used that reach a Native American audience. The stations and programs on which the spot will air are listed in Exhibit 6.

When placing the Radio Spot on local stations, including those broadcast from reservations, KM recommends placing the Radio Spot on a variety of formats, appealing to a broad range of interests and preferences. Radio formats are the overall content broadcast on a given radio station and drive the music and content programming for each station. Formats that will be considered for this campaign which appeal to the broader interests of Native Americans include: Country Music, News/Talk, Urban, Adult Contemporary Hits, and Oldies.

Similar to television dayparts, radio is divided into timeframes within the broadcast day for analytical purposes. Advertising prices are driven by these dayparts based on the level of listenership. “Drivetime” is the time of day during the week when people tend to be commuting to/from work and have the highest audiences and therefore highest advertising costs associated with that timeframe. KM will purchase advertising time across the most efficient dayparts to reach a diverse group of listeners.

The radio schedule will be allocated as follows:



Cobell v. Salazar

MAINSTREAM MEDIA NEWSPAPER SUPPLEMENTS

Parade, *USA Weekend*, and *American Profile*, publications known as newspaper supplements, are inserted into weekend or Sunday editions of approximately 2,166 newspapers⁵, reaching every major media market in the country. These magazines, printed on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically fewer than 30 pages. For this Notice Program, KM recommends newspaper supplements because of their cost-effective reach capability. They have coverage in all 50 states and the District of Columbia, which provides wide geographical coverage. The newspaper supplements would be primarily for those Native Americans who no longer live within or near their home reservation and may not stay current with Native American news, providing opportunities to see the Notice. Newspapers that carry these supplements are listed in Exhibit 7.

KM recommends placing the Publication Notice in the following newspaper supplements:

PARADE

- A 2/5-page ad (5.25" x 7") one time in *Parade* with an estimated circulation of 32,200,000.
- *Parade* is carried in the Sunday edition of 519 daily newspapers and is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.
- Approximately 32% of Native Americans read an average issue of a newspaper that carries the *Parade* supplement.



- A digest-page ad (5" x 9.25") one time in *USA Weekend* with an estimated circulation of 22,600,000.
- *USA Weekend* is carried in the weekend edition of 661 daily newspapers in major markets complementing U.S. markets served by *Parade*.

⁵ Thirteen newspapers carry *Parade*, *USA Weekend*, and *American Profile*. 373 newspapers carry at least two of the supplements.

Cobell v. Salazar

- Native Americans are 11% more likely than the average U.S. adult to read an average issue of *USA Weekend*, with an estimated 24.7% of Native Americans reading an average issue.



- A 3/5-page ad (5.025" x 9.75") one time in *American Profile* with an estimated circulation of 10,000,000.
- *American Profile* is carried in 1,343 weekly and daily newspapers that are published primarily in rural counties nationwide. Editorial content is designed to appeal to small-town Americans and their interests and activities.
- Native Americans are 59% more likely than the average U.S. adult to read an issue of *American Profile*, with an estimated 22.8% of Native Americans reading an average issue.

Cobell v. Salazar

MAINSTREAM MEDIA MILITARY NEWSPAPERS

Research shows that Native Americans have a high propensity to join the Armed Forces – 2.3% of all Native Americans are in the military making them nearly 2.5 times more likely to be in the military than the average U.S. adult.

Newspapers on local military bases serve as a widely read and credible information source for military personnel stationed on or near military bases, both in the U.S. and abroad. Military base newspapers will be used to provide those currently serving in the military and their families with additional opportunities to see the Publication Notice. (See Exhibit 8.)

The Publication Notice will run in military publications as follows:

- A quarter-page ad (various dimensions) one time in all U.S. base newspapers for a total of 163 newspapers that are distributed weekly, bi-weekly, or monthly on bases, encompassing all branches of the military. These newspapers provide local and national military news relevant to the daily lives of both enlisted and officer personnel.
- A 2/5-page ad (6.083” x 9”) one time in *Stars and Stripes*, a military newspaper with a total circulation of 91,115, covering all branches with a heavy distribution to deployed military personnel overseas. *Stars and Stripes* delivers independent news and information to the U.S. military community worldwide. It publishes international, national, and local news daily.

Cobell v. Salazar

MAINSTREAM MEDIA RODEO MEDIA

Rodeo events are key entertainment events and part of the lifestyle of many people living in western states. Through primary research and communication with tribal members, KM found that placement in rodeo publications will offer an additional venue in which to place the Publication Notice in order to reach Native Americans.

KM recommends placing the Publication Notice in the following rodeo publications:



- A half-page ad (10" x 6.25") one time in *Humps n' Horns*, with an estimated readership of 60,000.
- *Humps n' Horns* is a monthly publication dedicated to news and coverage of bull-riding events and associations. Their comprehensive bull-riding newspaper is made to inform and educate, as well as entertain.



- A half-page ad (8" x 10.5") one time in *ProRodeo Sports News*, with an estimated circulation of 27,300.
- *ProRodeo Sports News* is a bi-weekly source for the professional rodeo athlete, avid fan, or anyone who enjoys the western way of life.



- A rotating banner (120 x 240 pixels) for one month on www.ProRodeo.com, which delivers, on average, an estimated 2,000,000 page views per month.
- www.ProRodeo.com is the online website for the Professional Rodeo Cowboys Association and provides event updates, schedules, and information for the professional rodeo athlete, avid fan, or anyone who enjoys the western way of life.

PAID MEDIA DELIVERY

All appropriate Native American media will be used to provide Notice of the Settlement. To select the most effective mainstream media to reach Class Members, KM selected a target audience that encompassed the characteristics of Class Members and chose media vehicles based on their ability to provide effective and cost-efficient penetration of that target audience. KM then measured selected vehicles against the target audience to quantify the reach of the media program and the frequency of exposure to the media vehicles. Reach and frequency estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- **Reach** is the estimated percentage of a target audience that is exposed one or more times through a specific media vehicle or combination of media vehicles within a given period.
- **Frequency** is the estimated average number of times an audience is exposed to a vehicle carrying the message within a given period of time.

The Notice Program uses both Native American and mainstream media to reach Class Members. Native American media is not measured by GfK MRI or other survey sources. In addition, mainstream media cannot be measured against a target of Native Americans.

Therefore, for media such as TV, radio, and newspapers supplements, reach and frequency estimates are provided for Adults 18 years of age and older as a means of demonstrating the penetration of the media and the frequency of opportunities to see the Notice.

The consumer print portion of the plan provides Class Members with additional opportunities, specifically those who are no longer living on or near their home reservation, to see the Publication Notice and delivers the following estimated reach and frequency measurements to the target audience defined by the *2009 Doublebase Survey* from GfK MRI:

- An estimated 59.87% of Native Americans will be reached with an average estimated frequency of 1.3 times, delivering 1,711,000 gross impressions.

The target audience for broadcast media is Adults 18 years of age and older. As previously outlined the type of media used differs by tier as well as by DMA. The weight of the media and size of the DMA will also affect the level of reach achieved.

- Tier 1: The reach of Adults 18+ in the DMAs ranges from 72.6% to 97.2%.
- Tier 2: The reach of Adults 18+ in the DMAs ranges from 74.8% to 96.5%.
- Tier 3: The reach of Adults 18+ in the DMAs ranges from 72.1% to 97.1%.
- Tier 4: The reach of Adults 18+ in the DMAs ranges from 68.2% to 92.8%.

Cobell v. Salazar

- Tier 5: Non-metro radio is not measurable through accredited sources.

THIRD-PARTY NOTICE PROGRAM

THIRD PARTY NOTICE

In addition to Direct Notice and Paid Media Notice, a critical component of the Notice Program is third-party outreach to national and community-based organizations and entities that regularly interface with potential Class Members in order to secure their participation in the Notice effort. These organizations and entities include: tribal governments, tribal institutions, non-profit organizations that work with Native American populations, associations of Native American landowners, and commercial enterprises that serve potential Class Members or are located near tribal lands.

KM made more than 5,400 phone calls to reach out to these various organizations, requesting their assistance with the Notice effort. Each organization that agreed to cooperate in the Notice Program will be provided with appropriate pre-produced materials for use in organizational newsletters and bulletins as well as materials to be displayed or distributed such as posters, Long Form Notices, and DVDs.

The Third Party Outreach falls into four categories as follows:

NATIONAL, STATE, AND LOCAL ORGANIZATIONS

Conducting thorough online research, KM initially identified more than 500 non-profit organizations that work throughout Indian Country and could assist in notifying Class Members about the Settlement. Since the announcement of the Settlement, KM has undertaken an extensive effort to speak directly with each organization to ascertain its outreach potential and willingness to assist in providing Notice to Class Members, and to determine what types of Notice materials would be needed.

Through these calls, as well as calls with tribal contacts, KM has also been able to identify other organizations and local government agencies to contact for assistance in getting out word about the Settlement. Additional contacts include health clinics, eldercare facilities, libraries, educational institutions such as schools and Headstart programs, and church networks, including the Episcopal Church, Roman Catholic Dioceses, the United Methodist Church, and the Presbyterian Church. To date, more than 900 organizations and government agencies have agreed to participate. (See Exhibit 9.)

BIA AFFILIATED ORGANIZATIONS

Bureau of Indian Affairs (“BIA”) is responsible for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the U.S. for American Indians, Indian tribes, and Alaska Natives. In Indian Country, the BIA provides a number of services including, but not limited to, education services, economic development programs, and law enforcement.

To assist in the notice effort, KM contacted the BIA and Indian Health Services (“IHS”). BIA has agreed to post materials in all regional offices and IHS has also agreed to post materials. KM will be working with GCG to send materials including posters and DVDs to the following entities, along with letters from the Director of IHS, and the Deputy Secretary of Interior explaining the importance of posting the materials:

Cobell v. Salazar

- 245 tribal courts
- 102 BIA regional offices and agencies
- 401 tribal health facilities

TRIBAL OUTREACH

There are 564 federally recognized American Indian tribes and Alaska Native villages in the U.S. Working with the Claims Administrator, KM identified 106 tribes that contain almost 90% of all IIM Account Holders. Extensive outreach was undertaken and will continue to enlist tribal cooperation in dissemination of Notice. To date:

- Over 400 tribes have been contacted and over 95% of the top 106 tribes have agreed to receive materials and take a proactive role in the distribution of these materials in their tribal facilities and areas.
- Where appropriate and possible, KM contacted individual chapters, districts, and organizations within the tribes and located additional leaders who agreed to post Notices and use DVDs to provide notice of the Settlement.
- Almost 600 tribal governments, programs, and offices have agreed to participate in the Notice Program. (See Exhibit 10.)

COMMERCIAL ENTERPRISES

Recognizing the importance of the locally owned businesses on or near tribal lands that tribal members typically shop in or patronize, KM identified and contacted many of them. This includes restaurants, gas stations, casinos, convenience stores, smoke shops, automotive stores and body shops, clothing stores, beauty parlors, barbershops, traditional trading posts, and others. To date, over 600 commercial enterprises have agreed to participate in the Notice Program. (See Exhibit 11.)

In addition, through the Claims Administrator, the following entities have been identified and will be approached to allow the posting of Notice in areas around and contiguous to identified, affected reservations:

- U.S. Post Offices
- Casinos and other gaming operations
- 7-Eleven convenience stores

The Claims Administrator will also support the outreach program by providing "on-the-ground" resources including field personnel. These resources will be deployed to survey a sample of key facilities, such as gas stations and convenience stores, post offices, and other locations, in targeted areas to ensure that materials have been posted.

Cobell v. Salazar

After distributing the outreach materials, KM will follow up with high-priority outreach targets to encourage them to publicize the Settlement and direct potential Class Members to the Notice.

MEETINGS WITH CLASS MEMBERS

In advance of the start of the notice period, Plaintiffs' litigation team, including Ms. Cobell, traveled extensively throughout Indian Country. Senior officials from the Department of the Interior and the Department of Justice also met with various Indian and tribal groups. The purpose of the trips was to share information about the status of the case and the terms of the Settlement, and to provide an opportunity for Class Members to ask questions and voice concerns. The trips have focused on reservations with high concentrations of Class Members and included the following states: Arizona, California, Idaho, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Washington, and Wyoming.

EARNED MEDIA PROGRAM

EARNED MEDIA PROGRAM

Earned media provides additional Notice to Class Members, amplifying the Paid Media Notice Program through the use of press releases and targeted follow-up. Earned media, as opposed to paid media, is not guaranteed to appear.

The earned media outreach for this program will focus primarily on key daily newspapers, Native American media outlets, websites, wire services, national newspaper bureaus, and major television and radio outlets.

PRINT AND BROADCAST OUTREACH

PRESS RELEASE DISTRIBUTION

A neutral press release will be distributed that highlights the Toll-Free Support Line and Informational Website address so that Class Members can obtain complete information using the following outlets:

- PR Newswire's US1 national wire, reaching almost 5,000 print and broadcast media outlets, as well as more than 5,000 online media outlets.
- PR Newswire's Native American distribution list combined with additional Tribal lists, reaching more than 100 media outlets.
- PR Newswire's Gaming distribution list, reaching 129 publications.
- 165 military publications across the U.S.
- Targeted daily and community newspapers with a circulation of more than 20,000 to 30,000, focusing on Tier 1, 2, and 3 markets (see pp. 25-26 for list of markets), reaching a total of 341 publications.

TARGETED FOLLOW-UP WITH KEY MEDIA OUTLETS

- Following distribution of the press release, personalized phone calls/e-mails will be made to key media outlets and contacts including:
 - Daily and community newspapers in Tier 1, 2, and 3: 341 total contacts.
 - Media outlets that previously covered the *Cobell* case following the December 2009 settlement announcement: 200+ contacts.
 - Native American media outlets: 100+ contacts
 - Targeted military outlets: approximately 20 contacts
- Following the initial press release launch, follow-up calls, and emails, all media coverage will be carefully tracked. Based on coverage results, an additional press release may be distributed three to four weeks prior to the end of the notification period to remind Class Members of their options and the upcoming deadline. The same distribution path outlined above will be utilized.

Cobell v. Salazar

- Additional tools such as guest editorials will be developed as needed for placement in tribal, community, and Tier 1, 2, and 3 publications to enhance coverage and message dissemination.

NEWS CONFERENCE (PHONE/WEB)

Providing access to interviewees will be an important part of getting the message out to targeted media outlets. In conjunction with the initial press release launch, phone or web news conferences may be used in order to expand reach and facilitate multiple interviews simultaneously.

MESSAGE DEVELOPMENT

All earned media outreach materials will be unbiased, informative stories, designed to provide potential Class Members with a basic overview of the Settlement and how they can obtain further information about their rights.

NEWS STORY TRACKING

There will be comprehensive tracking and monitoring of the press release(s) and resulting news coverage. Print, web, and broadcast will be carefully monitored utilizing national clipping and tracking services. The monitoring reports will include detailed information by market, media outlet, affiliation, date, time of use, and impressions/circulation when available.

NOTICE DESIGN

Cobell v. Salazar

NOTICE DESIGN METHODOLOGY

Rule 23(c)(2) of the Federal Rules of Civil Procedure, as well as most state rules of civil procedure, requires class action notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Class Members.

NOTICE DESIGN LONG-FORM NOTICE

The Notice will be compliant with Rule 23 and consistent with the Federal Judicial Center's "illustrative" class action notices. Specifically, the Notice will clearly and concisely state in plain, easily understood language:

- The nature of the action;
- The definitions of the classes certified;
- The class claims, issues, or defenses;
- That a class member may enter an appearance through an attorney if the member so desires;
- That the Court will exclude from the class any member who requests exclusion;
- The time and manner for requesting exclusion; and
- The binding effect of a class judgment on members under Rule 23 (c)(3).

Cobell v. Salazar

NOTICE DESIGN PUBLICATION NOTICE

The plain language Publication Notice is an advertisement designed to alert Class Members to the litigation by using a bold headline. This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition, and the legal rights available to Class Members.

The Publication Notice will prominently feature a toll-free number, website, email address, and P.O. Box address for Class Members to obtain the Notice and other information. The Publication Notice will be translated when appropriate.

Cobell v. Salazar

NOTICE DESIGN RADIO AND TV ADS

The Radio and Television Spots will be designed to appeal to Class Members and attract their attention.

The audio of the Radio Spot and the visuals of the Television Spot will quickly alert viewers and help them determine whether they may be Class Members. Both spots will prominently feature the website address and toll-free telephone number where Class Members can obtain further information. The Radio Spot will run for either 15, 30, or 60 seconds, while the Television Spot will run for 30 seconds. Radio Spots are attached as Exhibit 12. A Television Spot script is attached as Exhibit 13.

NOTICE DESIGN DVD

KM will produce a DVD to distribute to tribes, organizations, and other entities for use at meetings, facilities, chapter houses, etc. The DVD will inform Class Members about their rights and will be especially helpful to those who may not speak English or who read in their native language. KM recommends the DVD feature an interview with Elouise Cobell discussing key Settlement concepts including:

- Background and history of the Settlement
- Who is affected by the Settlement
- What do IIM Account Holders get
- Basics of a class action lawsuit, including the process
- Legal rights of Class Members

The DVD will be dubbed over in the following Native languages: Apache, Tsalagi (Cherokee), Crow, Dakota, Lakota, Navajo, Ojibwe, Spanish, and Yupik based on requests from third-party groups. The production will also be uploaded to the Informational Website and YouTube.

Cobell v. Salazar

NOTICE DESIGN: WEBSITE AND INTERNET ADS

An informational, interactive website is a critical component of the Notice Program. A website is a constant information source instantly accessible to millions. The site will take advantage of the Internet's ability to serve as a key distribution channel and customer service bureau. Internet banner ads will help direct Class Members to the website.

The Informational Website, www.IndianTrust.com, has been active since the Settlement was announced in December of 2009. The site employs the design characteristics laid out below so that Class Members can easily find the information they need about the Settlement, register to receive updates, and update their personal information.

Since launching, the Informational Website has increased the amount of information available to class members, including an "Ask Elouise" column. People can write in to Elouise Cobell with questions about the Settlement, and her answers are posted on the website. Also posted on the website is information about the tribal meetings that have been held throughout Indian Country with Ms. Cobell and members of the litigation team to share information about the Settlement. Class members can also find the following on the website:

- Press releases
- Frequently Asked Questions
- Resolutions supporting the Settlement
- Key Court Documents

WEBSITE DESIGN

Combining clean site design, consistent site navigation cues and online registration and claim filing, the website provides Class Members with easy access to the details of the litigation.

- **CLEAN DESIGN:** The site is designed for ease of navigation and comprehension, with user-friendly words and icons. Once the user enters the website from the homepage, a directory, located in a column on the left-hand side of the page, will provide links to the information available on the website. These include "Key Documents," "Registration," and a section devoted to IIM Account Holders. The website also features a "Frequently Asked Questions" section to answer commonly asked questions. It also provides a toll-free number, mailing address, and email address for individuals seeking additional information.
- **CONSISTENT NAVIGATION CUES:** Whenever a user goes from the homepage to another part of the site, links to the homepage and subsections remain on the left side of all pages, while the case title and cite remains fixed at the top of each page.

Cobell v. Salazar

- **ONLINE REGISTRATION:** In an effort to make it even easier for Class Members to receive information and make claims, the website will allow users to request hard copies of materials, update their personal information, and submit proof of Class Membership.

INTERNET AD DESIGN

KM will design the Internet banner advertisements to alert Class Members to the Proposed Settlement by using a bold headline. The headline will enable Class Members to quickly determine if they are potentially affected by the proposed Settlement. When users click on the banner advertisement, they will be connected automatically to the Informational Website.

WEBSITE AND SAMPLE INTERNET AD

For reference, on the following page is a screen capture from the home page of the current Informational Website and a sample banner ad:

Cobell v. Salazar
www.CobellSettlement.com

IMPORTANT UPDATE: On November 30, 2010, the U.S. House of Representatives passed legislation approving the *Cobell v. Salazar* class action settlement and authorizing \$3.4 billion in funds. The bill will now be sent to President Obama for his signature.

IMPORTANT UPDATE: On November 19, 2010, the U.S. Senate passed legislation approving the *Cobell v. Salazar* class action settlement and authorizing \$3.4 billion in funds. The bill will now be sent to the U.S. House of Representatives, where it must also pass in order to become law.

- **Individual Indian Beneficiaries:**
For more information on the Settlement or if you believe you are an individual Indian beneficiary, including an Individual Indian Money (IIM) Account Holder or heir of an IIM Account Holder, [view Settlement Information for American Indians](#).
- **Media Information:**
If you are a member of the press, [visit the Press Room here](#).
- **[View Background Information and Key Documents](#)**.

Cobell v. Salazar



Indian Trust Settlement

If you are an:

- Individual owner of Indian Trust land
- IIM account holder or
- Heir of an Indian Trust landowner

You could get money from the \$3.4 billion Indian Trust Settlement.

Click here for more information

Cobell v. Salazar

TOLL-FREE TELEPHONE SUPPORT

A Toll-Free Support Line dedicated to this Settlement has been established so that callers can obtain additional information about the case. An Interactive Voice Response (IVR) platform will be accessible 24 hours a day, seven days a week, once the Settlement is granted preliminary approval, and will provide answers to frequently asked questions and the ability to request that the Claims Administrator mail a full Notice to the caller. Should a caller have questions not addressed on the IVR, experienced representatives will be available to provide additional assistance Monday through Saturday.

EXHIBIT 1



Kinsella Media, LLC

Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County)

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys “R” Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.*, No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).

Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald’s Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).

Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF (N.D. Cal.) (fire sprinklers).



Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Tiflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).

Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).

Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).



Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del.).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).

In re U.S. Brass Corp., No. 94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).

Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations



In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); *Page v. Pension Benefit Guarantee Corp.*, No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).

In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).

International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp.*, No. CV 17710119 (Cal. Super. Ct. Santa Clara County)



Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaquemines Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *State of Louisiana v. WilTel, Inc.*, No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).



EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Important information about the \$3.4 billion Indian Trust Settlement

For current or former IIM account holders,
Owners of land held in trust or restricted status, or their heirs

A federal court authorized this notice. You are not being sued.

For Notice in Spanish, Call or Visit Our Website (to be translated into Spanish)

For Notice in Navajo, Call or Visit Our Website (to be translated into Navajo)

- A proposed Settlement has been reached in *Cobell v. Salazar*, a class action lawsuit about individual Indian land, funds and other assets held in trust by the federal government. Courts decided that the federal government has violated its trust duties, including a duty to account for Individual Indian Money trust funds. The Settlement will resolve claims that the government violated its trust duties by (a) mismanaging individual Indian trust funds and other assets, (b) improperly accounting for those funds, and (c) mismanaging trust land and other assets. The individual Indian trust land is called “allotted” land and owners are from time to time referred to as “beneficiaries,” “allottees,” or “landowners.”
- You may be part of this Settlement with certain rights in this Settlement if you are an:
 - Individual Indian Money (“IIM”) account holder (even if the account currently is not active or open),
 - Individual Indian who has or had an ownership interest in land held in trust or in restricted status,
 - Heir to a deceased IIM account holder or individual landowner.
- The Settlement establishes funds worth approximately \$1.5 billion to pay individual Indian trust beneficiaries for past accounting problems and resolve historical asset mismanagement claims. Settlement and administrative expenses, incentive fees and expenses of the Class Representatives, and legal fees and expenses will be paid out of these settlement funds. Another \$1.9 billion will be used primarily to buy up interests in trust lands that are owned by many people (“fractionated interests”).
- Congress has passed legislation authorizing the Settlement and provided funding for it. The President has signed the legislation into law.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. If the Settlement is approved by the Court, the majority of individual Indian trust beneficiaries will get at least \$1,500.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

- The Settlement also creates an Indian Education Scholarship Fund worth up to \$60 million to improve access to higher education for Indian youth.

Your legal rights are affected whether you act or do not act, so please read this notice carefully.

These rights and options—and the deadlines to exercise them—are explained in this notice.	
You can object to or comment on the Settlement.	<i>see</i> Question 30
You can go to a hearing and ask the Court to speak about the Settlement.	<i>see</i> Question 36
You may also have the right to exclude yourself from part of the Settlement.	<i>see</i> Question 27

- The full details of the Settlement can be found in a document called the Settlement Agreement, and subsequent modifications to it, which can be found on the web at www.IndianTrust.com.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 5

- 1. Why did I get this notice?
- 2. What are Individual Indian Money (“IIM”) accounts?
- 3. Who is affected by this Settlement?
- 4. What is this lawsuit about?
- 5. Why is there a Settlement?

WHO IS IN THE SETTLEMENTPAGE 6

- 6. Who is part of the Settlement?
- 7. Are there exceptions to being included?
- 8. If I had an IIM account that is now inactive or never existed, does this Settlement affect me?
- 9. I’m not sure if I’m included in the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET.....PAGE 8

- 10. What does the Settlement provide?
- 11. What is highly fractionated land?
- 12. How much will my payment be if I’m a Historical Accounting Class Member?
- 13. How much will my payment be if I’m a Trust Administration Class Member?
- 14. How will the Accounting/Trust Administration Fund be distributed?
- 15. What happens to any funds left in the Accounting/Trust Administration Fund?
- 16. What is the Trust Land Consolidation Fund?
- 17. How much money can I get from selling my land?
- 18. How can I sell my land?
- 19. What happens to land when owners cannot be located?
- 20. How long will the Trust Land Consolidation Fund continue?
- 21. How will the Indian Education Scholarship Fund work?
- 22. How will the Indian Education Fund be administered?
- 23. How does this Settlement affect trust reform?

HOW TO GET A PAYMENT.....PAGE 12

- 24. How can I get a payment?
- 25. When will I get my payment?

REMAINING IN THE SETTLEMENT.....PAGE 12

- 26. Do I need to do anything to remain in the Settlement?
- 27. What am I giving up as part of the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 13

- 28. What if I don’t want to be in the Settlement?
- 29. How do I get out of the Trust Administration Class?

OBJECTING TO OR COMMENTING ON THE SETTLEMENT.....PAGE 14

- 30. How can I object to or comment on the Settlement?
- 31. What’s the difference between objecting to and excluding myself from the Settlement?

THE LAWYERS REPRESENTING YOUPAGE 15

- 32. Do I have a lawyer in the case?
- 33. How will the lawyers be paid?

THE COURT’S FAIRNESS HEARING.....PAGE 16

- 34. When and where will the Court decide whether to approve the Settlement?
- 35. Do I have to come to the hearing?
- 36. May I speak at the hearing?

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

GETTING MORE INFORMATIONPAGE 16

37. How do I get more information?

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because Interior Department records show that: (a) you are now or have been an Individual Indian Money (“IIM”) account holder, or (b) you have an individual interest in trust land, or (c) you have requested that this notice be mailed to you. A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about your options, before the Court decides whether the Settlement is fair and to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Thomas F. Hogan, of the United States District Court for the District of Columbia, is currently overseeing this case. The case is known as *Cobell v. Salazar*, No. 1:96cv01285, and is a class action lawsuit.

In a class action lawsuit, one or more people called Class Representatives (in this case, Elouise Cobell and others) sue on behalf of other people who have similar claims. The people together are called a “Class” or “Class Members.” The people who sued—and all the Class Members like them—are called the Plaintiffs. The people they sued (in this case, the Secretaries of the Interior and Treasury and the Assistant Secretary-Indian Affairs (together called the “federal government”)) are called the Defendants. One court resolves the issues for everyone who remains in the Class.

2. What are Individual Indian Money (“IIM”) accounts?

IIM accounts primarily contain money collected by the federal government from farming and grazing leases, timber sales, mining, oil and gas production, and other activities on trust land, as well as certain per capita distributions. The funds in IIM accounts are held in trust by the federal government for the benefit of individual Indians.

3. Who is affected by this Settlement?

The Settlement will affect all Class Members (*see* Question 6). Class Members include individual Indian trust beneficiaries, which means those individuals who:

- Had an IIM account anytime from approximately 1985 through September 30, 2009, or
- Had an individual interest in land held in trust or restricted status by the U.S. government as of September 30, 2009

The estate of a deceased individual described above whose account was in probate status as of September 30, 2009 is included. Probate means you have asked a court to transfer ownership of the landowner’s property after he or she died.

This Settlement does not relate to certain historical claims or any future claims of Class Members. It does not relate to claims tribes might have against the federal government.

4. What is this lawsuit about?

The Settlement resolves claims that the federal government violated its trust duties to individual Indian trust beneficiaries. The claims fall into three areas:

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

- Historical Accounting Claims state that the federal government violated its trust duties by not providing a proper historical accounting relating to IIM accounts and other trust assets.
- Trust Administration claims include:
 - Fund Administration Claims state that the federal government violated its trust duties and mismanaged individual Indian trust funds.
 - Land Administration Claims state that the federal government violated its trust responsibilities for management of land, oil, natural gas, mineral, timber, grazing, and other resources.

The federal government denies all these claims. It says it has no legal responsibility for these claims and owes nothing to the Class Members.

5. Why is there a Settlement?

The Settlement is an agreement between the Plaintiffs and the federal government. Settlements end lawsuits. This does not mean the Court has ruled in favor of either side. The parties wish to resolve their differences and realize that many Class Members are elderly and dying and need to receive compensation. In addition, large numbers of Class Members currently live in poverty. So, after 14 years of litigation, both sides want to settle the lawsuit so individual Indian trust beneficiaries receive compensation for their claims. The Settlement will also help the federal government reduce future administration expenses and accounting issues. Class Representatives and lawyers representing them believe that the Settlement is reasonable under the circumstances.

WHO IS IN THE SETTLEMENT?

6. Who is part of the Settlement?

The proposed Settlement affects individual Indians across the country, including members of most federally recognized tribes west of the Mississippi River. The Settlement includes two groups or “Classes.” An individual may be a member of one or both Classes. Most people included in the Settlement are members of both Classes.

Historical Accounting Class

- Anyone alive on September 30, 2009,
- Who had an open IIM account anytime between October 25, 1994 and September 30, 2009, and
- Whose account had at least one cash transaction (that was not later reversed).

Note to heirs:

- The estate of an IIM account holder who was deceased as of September 30, 2009 is included in the Historical Accounting Class if the IIM account (or its related probate account) was open as of that date.
- The heirs of any Class Member who died after September 30, 2009, but before distribution of any Settlement funds, will receive that Class Member’s Settlement payments through probate.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

Trust Administration Class

- Anyone alive on September 30, 2009, and who
 - Had an IIM account recorded in currently available electronic data in federal government systems (“Electronic Ledger Era”) anytime from approximately 1985 to September 30, 2009, or
 - Can demonstrate ownership interest in trust land or land in restricted status as of September 30, 2009.
- The estate of any deceased beneficiary whose IIM account or other trust assets had been open in probate as reflected in the federal government’s records as of September 30, 2009.

Note to heirs:

- The heirs of any Class Member who died after September 30, 2009, but before distribution of any Settlement funds, will receive that Class Member’s Settlement payments through probate.

7. Are there exceptions to being included?

The Historical Accounting Class does not include individuals who filed a separate lawsuit before June 10, 1996, against the federal government making a claim for a complete historical accounting.

The Trust Administration Class does not include individuals who filed a separate lawsuit or who were part of a certified class in a class action lawsuit making a Funds Administration Claim or a Land Administration Claim against the federal government before **December 10, 2010**.

8. If I never had an IIM account or my IIM account is now inactive or closed, does this Settlement affect me?

It could. If you are included in the Historical Accounting Class and/or the Trust Administration Class as defined in Question 6, this Settlement does affect you.

If you **are NOT currently receiving quarterly or annual IIM account statements**, you should fill out a claim form and mail it to the address on the form. You can also submit your claim form online at www.IndianTrust.com. You may be asked to provide additional information to demonstrate your membership in the Historical Accounting Class and/or the Trust Administration Class. Claims must be postmarked or submitted online no later than **Month 00, 0000**.

9. I’m not sure if I’m included in the Settlement.

If you are not sure whether you are included in one or both Classes or you are unsure if the federal government has your current address, you should call toll-free 1-800-961-6109 with questions or visit www.IndianTrust.com. You may also write with questions to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877. If you believe that you should be considered a member of either Class, but are not receiving quarterly or annual IIM account statements, you must fill out a claim form and mail it to the address on the form, postmarked no later than Month 00, 2011 so the Court can determine whether you are included in the Settlement.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

THE SETTLEMENT BENEFITS—WHAT YOU GET

10. What does the Settlement provide?

The Settlement will provide:

- \$1.412 billion Accounting/Trust Administration Fund, plus a \$100 million Trust Administration Adjustment Fund, plus any earned interest, to pay for historical accounting and trust administration claims. This money will also pay for the cost of administering and implementing the Settlement, as well as other expenses (*see* Question 13).
- \$1.9 billion Trust Land Consolidation Fund to purchase highly “fractionated” individual Indian trust lands (*see* Question 11). The program will allow individual Indians to get money for land interests divided among numerous owners. Land sales are voluntary. The purchased land will be used for the benefit of the related tribe.
- Up to \$60 million for an Indian Education Scholarship Fund to help Native Americans attend college or vocational school. This money will come out of the \$1.9 billion Trust Land Consolidation Fund and will be based upon the participation of landowners in selling these highly fractionated land interests.

More details are in a document called the Settlement Agreement, which is available at www.IndianTrust.com.

11. What is fractionated land?

Fractionated land is a parcel of land that has many owners, often hundreds of owners. Frequently, owners of highly fractionated land receive very little money from that land.

ACCOUNTING/TRUST ADMINISTRATION FUND

12. How much will my payment be if I’m an Accounting Class Member?

Each member of the Historical Accounting Class will receive \$1,000. This is a per-person, not a per-account, payment.

13. How much will my payment be if I’m a Trust Administration Class Member?

It depends on how much income you’ve collected into your IIM account. Each member of the Trust Administration Class will receive a baseline payment of \$500. The \$100 million in the Trust Administration Adjustment Fund will be used to increase the minimum payment for Trust Administration Class members. The current estimate is that will raise the minimum payment to Trust Administration Class members to about \$800. Individuals with an IIM account open between 1985 and September 30, 2009 may receive more than \$800. This payment is separate from, and in addition to, the \$1,000 payment to individuals in the Historical Accounting Class.

The calculation uses an average of the 10 highest years of income in your IIM account – this is called your Assigned Value. That will determine your share of the trust administration fund, which is estimated to be \$850 million to \$1 billion. The exact dollar amount you will get cannot be known with certainty at this time because it is based on (a) the recorded income deposited to your IIM account over a period of

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

time, and (b) the amount of money that will be left in the Accounting/Trust Administration Fund after deducting:

- All of the \$1,000 payments to Historical Accounting Class Members, and
- Attorneys' fees, their expenses, including expense reimbursements and possibly incentive fees to Class Representatives (*see* Question 33) and the costs of administering and implementing the Settlement.

Congress has determined that payments to Trust Administration Class members should be increased for individual's whose payment is calculated to be:

- Zero; or
- Greater than zero (but only if you would have received a smaller Stage 2 payment (*see* Question 14) than Trust Administration Class members whose payment is calculated to be zero),

For example, if you were supposed to receive a base payment of \$500, your payment might be increased to \$800. If your neighbor was supposed to receive a base payment of \$600, his payment might be increased to \$800.

The following are estimated calculations and are in addition to the \$1,000 you will receive as a member of the Historical Accounting Class. Your final Trust Administration payment could be more or less.

- If your Assigned Value is between \$0 and \$5,000, you may receive between \$800 and \$1,250.00.
- If your Assigned Value is between \$5,000.01 and \$15,000, you may receive between \$1,250.01 and \$2,500.
- If your Assigned Value is between \$15,000.01 and \$30,000, you may receive between \$2,500.01 and \$5,000.
- If your Assigned Value is between \$30,000.01 and \$75,000, you may receive between \$5,000.01 and \$15,000.
- If your Assigned Value is between \$75,000.01 and \$750,000, you may receive between \$10,000.01 and \$150,000.
- Individuals with an Assigned Value greater than \$750,000.01 may receive more than \$150,000.

If your account shows fewer than ten years of income, a zero dollar amount will be used in the years for which no income has been recorded. Reversed transactions and transfers between an individual's accounts will not be included in that calculation.

14. How will the Accounting/Trust Administration Fund be distributed?

If the Settlement is approved, there will be two distributions.

Stage 1 – The \$1,000 payments to Historical Accounting Class Members will be distributed shortly after the Settlement is approved and the Court's order becomes final. For those Class Members who cannot be found, their payment will be deposited in a Remainder Account until the Class Member is located and can demonstrate his or her ownership interest. If a Class Member cannot be located prior to the conclusion of the distribution process, his or her funds will be transferred to the Indian Education Scholarship Fund (*see* Question 21).

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

Stage 2 – Payments to Trust Administration Class Members will be distributed after it is determined that substantially all the Trust Administration Class Members have been identified and the payments have been calculated (*see* Question 12).

15. What happens to any funds left in the Accounting/Trust Administration Fund?

After all payments are made, any money that is left over will be contributed to the Indian Education Scholarship Fund (*see* Question 20).

TRUST LAND CONSOLIDATION FUND

16. What is the Trust Land Consolidation Fund?

Over time, through generations, Indian trust lands owned by individuals have been fractionated into smaller and smaller undivided (“fractionated”) ownership interests. According to government calculations, owners historically have received very little money and the cost to administer the IIM account frequently has been more than what is paid out to individual Indians.

The \$1.9 billion Trust Land Consolidation Fund will provide individual Indians with an opportunity to get money for the fractionated land. As an additional incentive for owners to sell their land interests, an amount above the fair-market value will be paid into the Indian Education Scholarship Fund (*see* Question 21).

The Trust Land Consolidation Fund will be used for four things: (1) to purchase the fractionated land interests, (2) to carry out the Trust Land Consolidation Program, (3) to further Trust Reform efforts (*see* Question 22), and (4) to set aside up to \$60 million for Indian scholarships. At least 85% of the Fund will be used to purchase land. The Department of the Interior will consult with tribes to identify fractional interests that the Department may want to consider purchasing.

17. How much money can I get from selling my land?

The Department of the Interior will offer fair market value for fractionated trust land.

18. How can I sell my land?

The procedures for selling trust land have not been determined at this point. Once those procedures have been determined, the Department of the Interior will attempt to contact individual Indian trust beneficiaries who own fractionated interests that it wishes to purchase.

19. What happens to land when owners cannot be located?

For fractionated interests that the Department of the Interior wishes to purchase, but whose owners cannot be located, Interior will attempt to find missing Class Members, including through the publication of notice in appropriate newspapers and newsletters for a period of at least six months. Five years after the Settlement is granted final approval, Class Members whose whereabouts are unknown, after diligent efforts have been made by the federal government to locate them, will be assumed to have consented to

the transfer of their fractionated interests and their Indian Land Consolidation Funds will be deposited into an IIM account.

20. How long will the Trust Land Consolidation Fund continue?

The Department of the Interior will have up to 10 years from the date the Settlement is granted final approval to purchase the fractionated trust land. Any money remaining in the Land Consolidation Fund after that time will be returned to the U.S. Treasury.

INDIAN EDUCATION SCHOLARSHIP FUND

21. How will the Indian Education Scholarship Fund work?

The Indian Education Scholarship Fund will provide money for Native American students to attend college and vocational school. It will be funded in three ways:

- Up to \$60 million will come from the Trust Land Consolidation Fund in connection with the purchase of fractionated interests in trust land. Contributions will be as follows:

Land Purchase Price	Contribution to Fund
Less than \$200	\$10
Between \$200 - \$500	\$25
More than \$500	5% of the purchase price

The amount paid into the Indian Education Scholarship Fund is in addition to the fair market value amount that will be paid to the individual Indian landowner.

- Any remaining funds in the Accounting/Trust Administration Fund, after all distributions and costs relating to the Settlement are paid, will be transferred to the Indian Education Scholarship Fund.
- Any payments for Class Members that remain unclaimed for five years after Settlement is approved will be transferred to the Indian Education Scholarship Fund. This transfer will not occur for money being held for minors and adults who are mentally impaired, legally disabled, or otherwise in need of assistance.

22. How will the Indian Education Scholarship Fund be administered?

A non-profit organization chosen by the parties will administer the Indian Education Scholarship Fund. A special board of trustees will oversee the Fund. The trustees will be selected by the Secretary of the Interior, the representative Plaintiffs, as well as the non-profit. The Secretary will select his trustees only after consulting with tribes and after considering names of possible candidates timely offered by tribes.

INDIAN TRUST REFORM

23. How does this Settlement affect Indian trust reform?

Reform of the Indian trust management and accounting system should continue in the future. The Settlement Agreement allows some funds in the Trust Land Consolidation Fund to be used to pay costs related to the work of a commission on Indian trust administration and reform. In the future, Class Members will still be able to bring claims against the federal government for trust reform.

HOW TO GET A PAYMENT

24. How can I get a payment?

To be eligible for any payments under the Settlement, you must be a member of one or both Classes. If you are not receiving quarterly or annual IIM account statements and you believe you are a member of either Class, you will need to fill out a claim form. The claim form describes what you need to provide to prove your claim and receive a payment. Please read the instructions carefully, fill out the claim form and mail it postmarked by **Month 00, 2011**, to:

Indian Trust Settlement
P.O. Box 9577
Dublin, OH 43017-4877

If you are denied participation, there will be an opportunity to submit additional documentation.

25. When will I get my payment?

Payments will be made after the Court grants final approval of the Settlement, and any appeals are resolved.

REMAINING IN THE SETTLEMENT

26. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement unless you are not receiving quarterly IIM account statements. In that case, you will need to fill out and return a claim form in order to get a payment.

27. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue the federal government for the claims being resolved by this Settlement. The specific claims you are giving up against the federal government are described in Section A, paragraphs 14, 15, and 21 of the Settlement Agreement. You will be “releasing” the federal government and all related people as described in Section I of the Settlement Agreement. The Settlement Agreement is available at www.IndianTrust.com.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

If you did not receive an IIM account statement for 2009, you may request your IIM account balance as of September 30, 2009 by calling 888-678-6836. If you request your IIM account balance, you are agreeing to the balance provided by Interior unless you exclude yourself from the Settlement (*see* Question 28).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 32 for free or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

28. What if I don't want to be in the Settlement?

By law, you cannot exclude yourself from the Historical Accounting Class, if you are a member. You can only exclude yourself from the Trust Administration Class. If you don't want to be in that part of the Settlement, you must take steps to exclude yourself. This is sometimes called "opting out." By excluding yourself, you keep the right to file your own lawsuit. Or you can join any other person who opted out and bring a separate lawsuit against the federal government on any Trust Fund Administration or Land Administration Claims that you may have.

If you choose to exclude yourself from the Trust Administration Class,

- You will not receive any money for your Fund Administration and Land Administration Claims.
- You will not be bound by the Court's ruling and will keep your right to sue the federal government for these Claims.
- You cannot object to or comment on this aspect of the Settlement as far as it concerns the Trust Administration Class.

If you are a member of the Historical Accounting Class:

- You **cannot** exclude yourself.
- If the Court approves the Settlement, you will not be able to sue the federal government about the Historical Accounting Claims.
- You will receive a \$1,000 payment.
- You can object to and/or comment on the terms of the Settlement.

29. How do I get out of the Trust Administration Class?

To exclude yourself, you must send a letter by mail saying that you want to be excluded from *Cobell v. Salazar*. Be sure to include your full name, telephone number, social security number, IIM account number(s) (if any), and your signature. You can't ask to be excluded on the phone or at the website. You must mail your exclusion request so that it is postmarked by **Month 00, 2011** to:

Indian Trust Exclusions
PO Box 9419
Dublin, OH 43017-4519

Please note that the share of money you would have received if you had stayed in the Trust Administration Class will be removed from the \$1.512 billion Accounting/Trust Administration Fund and given back to the federal government.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

30. How can I object to or comment on the Settlement?

Any Class Member may comment on or object to the Settlement. However, if you exclude yourself from the Trust Administration Class, you may only object to, or comment on, other parts of the Settlement that you do not like. Also, you may comment on or object to fee and expense requests for Class Counsel and incentive awards and expenses for Class Representatives and other amounts that may be awarded by the Court (see Question 33 below). If you object to any part of the Settlement you must give reasons why. You may also comment favorably on any part of the Settlement. To object or comment, send a letter stating:

- a) The case name (*Cobell v. Salazar*) and case number (1:96cv01285);
- b) Your full name, address, telephone number, IIM Account Number(s) and signature;
- c) Comments you have about any aspect of the Settlement, including (1) fee and expense requests for Class Counsel, (2) incentive awards and expenses for Class Representatives, or (3) other fees and expenses that may be awarded. Your comments must state the specific reasons why you are objecting to the Settlement, and
- d) Any legal support or factual evidence that you wish to bring to the Court’s attention, any grounds to support your status as a Class Member, and whether you intend to appear at the Fairness Hearing.

Mail your comments or objection to these three different places postmarked no later than **Month 00, 2011**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk's Office United States District Court for the District of Columbia 333 Constitution Avenue, N.W. Washington, D.C. 20001		Robert E. Kirschman Dept of Justice, Civil Div. P.O. Box 875 Ben Franklin Station Washington, DC 20044

At your own expense, you may also appear at the Fairness Hearing to comment on or object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. (See Question 36).

31. What’s the difference between objecting to and excluding myself from the Settlement?

You object to the Settlement when you disagree with some part of it but you wish to remain a Class Member. An objection allows the Court to consider your views. On the other hand, exclusion or “opting out” means that you do not want to be part of the Trust Administration Class or share in the benefits of that part of the Settlement. Once excluded, you lose any right to object to any part of the Settlement that relates to the Trust Fund Administration Claims or the Land Administration Claims, because those parts of the case no longer affect you. If you exclude yourself, you are free to bring your own lawsuit for those claims.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

THE LAWYERS REPRESENTING YOU

32. Do I have a lawyer in the case?

The Court has appointed these lawyers to represent you and other Class Members as “Class Counsel,” including:

Dennis Gingold 607 14 th Street NW, Suite 900 Washington, DC 20005-2018	Keith Harper Kilpatrick Stockton LLP 607 14 th Street NW, Suite 900 Washington, DC 20005-2018
--	---

You will not be charged personally for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own personal expense.

33. How will the lawyers be paid? Do the Class Representatives get paid extra?

The amount of attorneys’ fees, expenses and costs to be paid to Class Counsel will be decided by the Court in accordance with controlling law, giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust. The amounts awarded will be paid from the Accounting/Trust Administration Fund.

In accordance with the Settlement Agreement, plaintiffs have filed a Notice with the Court to state the amount of fees, expenses, and costs they will assert through December 7, 2009. Plaintiffs’ Notice states the following:

1. On December 7, 2009 the parties signed an Agreement on Attorneys’ Fees, Expenses and Costs, stating in their motion for attorneys’ fees, expenses and costs that plaintiffs may not assert that Class Counsel should be paid more than an additional \$99,900,000.00. In response, defendants may not assert that Class Counsel should be paid less than \$50,000,000.00. This Agreement is available at www.IndianTrust.com.
2. Plaintiffs’ petition will assert that Class Counsel should be paid \$99.9 million for fees, expenses and costs through December 7, 2009.
3. Class Counsel are working pursuant to contingency fee agreements, which provide that Class Counsel shall be paid a combined total of 14.75% of the funds that are created for the benefit of the classes. Applying that percentage to the \$1,512,000,000 to be deposited into the Settlement Account would result in an award of \$223,020,000.00 for Class Counsel.
4. The Court is not bound by any agreed upon or requested amounts, or the contingency fee agreements between Class Representatives and Class Counsel. The Court has discretion to award greater or lesser amounts to Class Counsel in accordance with controlling law, giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust.

The Agreement on Attorneys’ Fees, Expenses and Costs, as modified, also provides that Class Counsel may be paid up to \$12 million for work, expenses and costs after December 7, 2009. Class Counsel will not be entitled to be paid such amounts unless the Settlement is given final approval by the Court. All

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

such requests for fees, expenses, and costs after December 7, 2009 are to be based on Class Counsel's actual billing rates and are subject to approval of the Court, following an opportunity for Class Members to object and defendants to respond.

Plaintiffs will file a petition for payment of attorneys' fees and a memorandum of points and authorities in support of that request no later than **MONTH 00, 2011**. That petition and memorandum will also be available at www.IndianTrust.com. As required by the Agreement on Attorneys' Fees, Expenses and Costs, at the same time Plaintiffs file the petition for attorneys' fees, they will also file statements regarding Class Counsel's billing rates, as well as contemporaneous, where available, and complete daily time, expense, and cost records supporting that petition. Those records will thereafter be available at the Clerk's Office, United States District Court for the District of Columbia, 333 Constitution Ave. NW, Washington, DC 20001.

Plaintiffs have also filed a notice with the Court that they will seek incentive awards and expense reimbursements for the Class Representatives as follows:

Elouise Pepion Cobell	\$2,000,000.00
James Louis Larose	\$ 200,000.00
Thomas Maulson	\$ 150,000.00
Penny Cleghorn	\$ 150,000.00

The requested amounts are in addition to payments the Class Representatives will be entitled to as Class Members. Any amounts awarded will be paid from the Accounting/Trust Administration Fund.

Plaintiffs will file a petition for payment of those incentive awards and a memorandum of points and authorities in support of that request no later than **MONTH 00, 2011**. That petition and memorandum will also be available at www.IndianTrust.com.

Class members and Defendants may object to or comment on plaintiffs' requests for Class Counsel and Class Representatives (*see* Question 30 above). After considering the objections and comments of Defendants and Class Members, the Court will determine the amounts of (a) attorneys' fees, expenses and costs and (b) plaintiffs' incentive awards and expense reimbursement in accordance with controlling law giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust.

THE COURT'S FAIRNESS HEARING

34. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at (time) on **Month 00, 2011**, at the United States District Court for the District of Columbia, Third Street and Constitution Avenue NW, Washington, DC. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.IndianTrust.com or call 1-800-961-6109.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much to pay the lawyers representing Class Members and whether to award any additional payment to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

35. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend on your behalf, but it's not required.

36. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. You may appear at the Fairness Hearing to comment on or object to any aspect of the fairness, reasonableness, or adequacy of the Settlement.

GETTING MORE INFORMATION

37. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and the subsequent modifications to it at www.IndianTrust.com. You may also write with questions to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877. You can also register for updates and get a claim form at the website, or by calling the toll free number, 1-800-961-6109.

EXHIBIT 3

Legal Notice

Important information about the \$3.4 billion Indian Trust Settlement

For current or former IIM account holders, Owners of land held in trust or restricted status, or their heirs

There is a proposed Settlement in *Cobell v. Salazar*, a class action lawsuit about individual Indian land held in trust by the federal government. This notice is just a summary. For details, call the toll-free number or visit the website listed below.

The lawsuit claims that the federal government violated its duties by (a) mismanaging trust funds/assets, (b) improperly accounting for those funds, and (c) mismanaging trust land/assets. The trust funds include money collected from farming and grazing leases, timber sales, mining, and oil and gas production from land owned by American Indians/Alaska Natives.

If you are included in the Settlement, your rights will be affected. To object to the settlement, to comment on it, or to exclude yourself, you should get a detailed notice at www.IndianTrust.com or by calling 1-800-961-6109.

Can I get money?

There are two groups or "Classes" in the Settlement eligible for payment. Each Class includes individual IIM account holders or owners of land held in trust or restricted status who were alive on September 30, 2009.

Historical Accounting Class Members

- Had an open individual Indian Money account ("IIM") anytime between October 25, 1994 and September 30, 2009, **and**
- The account had at least one cash transaction.
- Includes estates of account holders who died as of September 30, 2009, if the IIM account was still open on that date.

Trust Administration Class Members

- Had an IIM account recorded in currently available data in federal government systems anytime from approximately 1985 to September 30, 2009 **or**
- Owned trust land or land in restricted status as of September 30, 2009.
- Includes estates of landowners who died as of September 30, 2009 where the trust interests were in probate as of that date. This means you have asked a court to transfer ownership of the deceased landowner's property.

An individual may be included in one or both Classes.

What does the settlement provide?

- A \$1.5 billion fund to pay those included in the Classes.
- \$1.9 billion fund to buy small interests in trust or restricted land owned by many people.
- Up to \$60 million to fund scholarships to improve access to higher education for Indian youth.
- A government commitment to reform the Indian trust management and accounting system.

How much can I get?

- Historical Accounting Class Members will each get \$1,000.
- Trust Administration Class Members will get at least \$500.
- If you own a small parcel of land with many other people, the federal government may ask you to sell it. You will be offered fair market value. If you sell your land it will be returned to tribal control.

If you believe you are a member of either Class and have not received a notice in the mail about the Settlement, you will need to fill out and mail a Claim Form by **Month 00, 2010**. You can get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

- If you wish to keep your right to sue the federal government about the claims in this Settlement, you must exclude yourself by **Month 00, 2011**.
- If you stay in the Settlement you can object to or comment on it by **Month 00, 2011**. The detailed notice explains how to exclude yourself or object/comment.

The U.S. District Court for the District of Columbia will hold a hearing on Month 00, 2011, to consider whether to approve the Settlement. It will also consider a request for attorneys' fees, costs, and expenses in the amount of \$99.9 million. However, Class Counsel has fee agreements that would pay them 14.75% of the funds created for the Classes, which could result in an award of \$223 million. The Court may award more or less than these amounts based on controlling law. If approved, these payments and related costs will come out of the settlement funds available for payment to class members.

If you wish, you or your own lawyer may ask to appear and speak at the hearing at your own cost. For more information, call or go to the website shown below or write to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877.

EXHIBIT 4

Native American Publications (Accept Advertising)
Exhibit 4

State	Publication	Reservation/Tribe
National	Indian Country	Multi-Tribe
National	Indian Gaming	Multi-Tribe
National	Native Peoples	Multi-Tribe
National	News from Indian Country	Multi-Tribe
National	Whispering Wind	Multi-Tribe
AK	Alaska Newspapers Inc (6 newspapers)*	General Newspaper
AK	Alaska Star*	General Newspaper
AK	First Alaskans	Multi-Tribe
AK	Nome Nugget*	General Newspaper
AL	Poarch Creek News	Poarch Creek-Creek Nation
AZ	Arizona Native Scene	Multi-Tribe
AZ	Ft Apache Scout	Ft Apache
AZ	Gah'nahvah/Ya Ti'	Navaho
AZ	Gallup Independent	Navajo
AZ	Gila River Indian News	Gila River
AZ	Navajo Times	Navajo
AZ	Navajo-Hopi Observer	Navajo-Hopi
AZ	White Mt Apache Independent	White Mountain Apache
AZ	Ak-Chin O'dham Runner	Ak-Chin
AZ	San Carlos Apache Moccasin	Apache
CA	First Nations News	Multi-Tribe
CA	Indian Voices	Multi-Tribe
CA	Two Rivers Tribune	Hoopa Klamath/Trinity River
CO	Southern Ute Drum	Southern Ute
FL	Seminole Tribune	Seminole
ID	Sho-Ban News Print	Shoban
ID	Council Fires	Coeur d'Alene
KS	Prairie Band Potawomi Nation News	Prairie Band Potawomi
MI	Giikendaam Chiwiikwegamag	Keweenaw Bay Area
MI	Grand Traverse Band News	Grand Traverse Band
MI	Tribal Observer	Saginaw Chippewa of Michigan
MI	Win Awenen Nisitotung	Sault Tribe of Chippewa
MN	Anishinaabeg Today	White Earth band of Ojibwe
MN	DeBahJiMon	Ojibwe
MN	Bois Forte News	Bois Forte Tribe-Chippewa
MT	Char-Koosta News	Flathead Indian Nation
MT	Ft Peck Journal	Ft Peck
NC	Cherokee One Feather	Eastern Cherokee
ND	MHA Times	Fort Berthold
ND	Turtle Mountain Times	Turtle Mountain

Native American Publications (Accept Advertising)
Exhibit 4

State	Publication	Reservation/Tribe
ND	United Tribes News	Multi-Tribe
NE	Winnebago Indian News	Winnebago
NM	Kukadze'eta Towncrier	Laguna Pueblo
OK	Absentee Shawnee News	Absentee Shawnee
OK	Cherokee Phoenix	Cherokee
OK	Cheyenne & Arapaho Tribal Tribune	Cheyenne/Arapaho
OK	Chickasaw Times	Chickasaw
OK	Comanche Nation News	Comanche
OK	HowNiKan	Potawatomi Nation
OK	Indian Journal	Creek
OK	Keetoowah News	Cherokee/Keetoowha
OK	Muscogee Nation News	Muscogee Nation
OK	Native American Times	Multi-Tribe
OK	Osage Tribal News	Osage
OK	Seminole Producer	Seminole
OR	Confederated Umatilla Journal	Umatilla
OR	Smoke Signals	Grande Ronde
OR	Spilyay Tympo	Confed Tribes of Warm Springs
SD	Lakota Country Times	Rosebud Sioux/Lakota
SD	Native Sun	Multi-Tribe
SD	Sota Iya Ye yapi	Sisseton - Wahpeton
UT	Ute Bulletin	Uintah & Ouray
WA	Colville Tribe Tribal Tribune	Colville
WA	Klah-Che Min	Squaxin
WA	Nugguam	Quinault
WA	Rawhide Press	Spokane
WA	Squol Quol	Lummi
WA	Yakama Nation Review	Yakama Nation
WI	Hocak Worak	Ho-Chunk
WI	Kalihwisaks News	Oneida
WI	Menominee Nation News	Menominee
WI	Ojibwe LCO Times	Ojibwe
WY	A Cheyenne Voice	Cheyenne
WY	Wind River News	Wind River

*Publications serve Native American populations and are being used due to lack of Native American focused publications in the state.

EXHIBIT 5

**Native American Publications (Do Not Accept Advertising)
Exhibit 5**

State	Publication	Reservation/Tribe
AK	The Council	Multi-Tribe
CA	Karuk Tribe Newsletter	Karuk Tribe
CT	The Mohegan Way	Mohegan Tribe
DC	American Indian Society DC Newsletter	Multi-Tribe
LA	Chitimacha Tribal Newsletter	Chitimacha Tribe of Louisiana
MN	Ojibwe Inaajimowin	Mille Lacs Band of Ojibwe
MS	Bishinik Newspaper	Choctaw
MT	Cross and Feathers	Multi-Tribe
MT	CrowNews.net	Crow Tribe: Apsaalooke nation
MT	Fort Belknap News	Fort Belknap Gros-Ventre and Assinibione
OK	BAH-KHO-HE Journal	Iowa Tribe of Oklahoma
OK	Sac & Fox News	Sac and Fox Nation
OR	Klamath News	The Klamath Tribes
OR	News From The Confederated Tribes of the Coos, Lower Umpqua, & Siuslaw Indians	The Confederated Tribes of the Coos, Lower Umpqua, & Siuslaw Indians
OR	Siletz News	Confederated Tribes of Siletz Indians
SD	Flandreau Santee Sioux Tribe Monthly Newsletter	Flandreau Santee Sioux
SD	The Native Voice	Multi-Tribe
WA	Chehalis Tribal Newsletter	Chehalis Tribe
WA	Hoh Tribe Newspaper	Hoh Tribe
WA	Intertribal News	South Puget Sound Intertribal Planning Agency
WA	Jamestown S'Klallam Tribal Newsletter	Jamestown S'Klallam Tribe
WA	Kee-Yoks Newspaper	Swinomish Tribe
WA	Klah-Che-Min	Squaxin Island Tribe
WA	Lower Elwha Newspaper	Lower Elwha Klallam Tribe
WA	Puyallup Tribal Newspaper	Puyallup Tribe
WA	S'Klallam View	Port Gamble S'Klallam Tribe
WA	Samish News	Samish Indian Nation
WA	Sauk-Suiattle Newspaper	Sauk-Suiattle Tribe
WA	See-Yat-Sub Newspaper	Tulalip Tribes
WA	Shoalwater Bay Newsletter	Shoalwater Bay Tribe
WA	Suquamish News	Suquamish Tribe
WA	The Sounder Newspaper	Skokomish Tribe
WI	Potawatomi Traveling Times	Forest County Potawatomi
WY	The Northern Arapaho Tribal Newsletter	Wind River - Northern Arapaho

EXHIBIT 6

**Public and Native American Radio Stations
Exhibit 6**

State	Reservation	Counties	TV DMA	Proposed NPR Network/Station or Community Radio Station	# Units	Length of Spot
NATL	All	All	National	Native Voice One National Native News (275 stations)	30/stn	:15
NATL	All	All	National	Native Voice One Native America Calling (49 stations)	30/stn	:30
NATL	All	All	National	Native Voice One Earthsongs (85 stations)	6/stn	:30
NATL	All	All	National	NV1 UnderCurrents (60 stations)	10/stn	:60
AK	All	Anchorage	Anchorage	Alaska Public Radio Network (APRN) (25+ stations)	72/stn	:30
AK	Unknown	Nome	Fairbanks	KNOM-FM 96.1	168	:30
AK	Fort Yukon Indiana Reservation and Venetie Indiana Reservation	Yukon Koyukuk <i>Borough</i>	Fairbanks	Community Radio for Alaska (6 stations)	150/stn	:60
AZ	Navajo Reservation	Navajo	Phoenix	KNNB-FM 88.1 & 89.2 FM	150	:30
AZ	Navajo Reservation	Navajo	Phoenix	KUYI-FM 88.1	150	:30
CA	Hoopa Valley Reservation	Humboldt	Eureka	KIDE-FM 91.3	150	:30 or :60
CO	Southern Ute Reservation	LaPlata	Albuquerque-Santa Fe	KSUT-FM 89.3	150	:30
MT	All	Missoula	Missoula	Montana Public Radio Network (11 stations)	79/stn	:30
MT	Fort Belknap Reservation	Blaine	Great Falls	KGVA-FM 88.1	144	:60
ND	All	All	Fargo-Valley City	Prairie Public Radio (19 stations)	120/stn	:30
ND	Devils Lake Sioux Reservation	Benson	Fargo-Valley City	KABU-FM 90.7	222	:30 or :60
ND	Fort Berthold Reservation	Mountrail	Minot-Bismarck-Dickinson	KMHA-FM 91.3	120	:30
ND	Turtle Mountain Reservation	Rolette	Minot-Bismarck-Dickinson	KEYA-FM 88.5	150	:30
NM	Jicarilla Reservation	Rio Arriba	Albuquerque-Santa Fe	KCIE-FM 90.5	150	:60
NM	Ramah Reservation	Cibola	Albuquerque-Santa Fe	KTDB-FM 89.7	150	:30 or :60
OK	Chickawaw	Pontotoc	Sherman-Ada, TX-OK	KCNP-FM 89.5	1	:60
OR	Umatilla Reservation	Umatilla	Yakima-Pasco-Richland	KCUW-FM 104.3	150	:30
OR	Warm Springs Reservation	Jefferson	Portland, OR	KWSO-FM 91.9	150	:30 or :60
SD	Pine Ridge, Rosebud, and Cheyenne River Reservations	Shannon	Sioux Falls (Mitchell)	KILI-FM 90.1	150	:60
SD	Rosebud Reservation	Todd	Sioux Falls (Mitchell)	KINI-FM 96.1	150	:30
SD	Standing Rock Reservation and Cheyenne River Reservation	Corson	Minot-Bismarck-Dickinson	KLND-FM 89.5	150	:60
SD	Sisseton Reservation	Roberts	Sioux Falls (Mitchell)	KSWs-FM 89.3		N/A
WA	Yakama Reservation	Yakima	Yakima-Pasco-Richland	KYNR-AM 1490	150	:60
WI	Lac Courte Oreilles Reservation	Sawyer	Duluth-Superior	WOJB-FM 88.9	150	:30
WI	Boise Forte Tribal Council	St. Louis	Duluth-Superior	WELY-FM 94.5	150	:60

EXHIBIT 7

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
AK	Juneau	Empire	4,797	USA Weekend
AK	Kenai	Peninsula Clarion	5,277	USA Weekend
AK	Anchorage	Anchorage Daily News	57,655	Parade
AK	Fairbanks	Fairbanks Daily News-Miner	17,718	Parade
AL	Athens	The News Courier	7,356	USA Weekend
AL	Cullman	Times	10,155	USA Weekend
AL	Decatur	The Decatur Daily	23,354	USA Weekend
AL	Dothan	Eagle	32,645	USA Weekend
AL	Muscle Shoals	Times Daily	28,540	USA Weekend
AL	Gardendale	North Jefferson News	2,788	USA Weekend
AL	Jasper	Mountain Eagle	10,185	USA Weekend
AL	Montgomery	Advertiser	46,182	USA Weekend
AL	Opelika/Auburn	News	14,638	USA Weekend
AL	Alexander City	The Outlook	3,919	Parade
AL	Anniston	The Anniston Star	22,659	Parade
AL	Birmingham	The Birmingham News	150,044	Parade
AL	Gadsden	The Gadsden Times	18,305	Parade
AL	Huntsville	The Huntsville Times	67,995	Parade
AL	Mobile	Press-Register	104,521	Parade
AL	Selma	The Selma Times-Journal	5,332	Parade
AL	Talladega	The Daily Home	8,652	Parade
AL	Tuscaloosa	The Tuscaloosa News	31,966	Parade
AL	Albertville	The Sand Mountain Reporter	10000	American Profile
AL	Alexander City	The Dadeville Times	1583	American Profile
AL	Alexander City	The Outlook	4100	American Profile
AL	Andalusia	The Andalusia Star-News	4431	American Profile
AL	Athens	The News Courier	7300	American Profile
AL	Atmore	The Atmore Advance	3200	American Profile
AL	Bay Minette	The Baldwin Times	1850	American Profile
AL	Brewton	The Brewton Standard	3000	American Profile
AL	Centre	Cherokee County Herald	2437	American Profile
AL	Clanton	The Clanton Advertiser	4378	American Profile
AL	Cullman	The Cullman Times	11000	American Profile
AL	Daphne	The Bulletin	1850	American Profile
AL	Demopolis	The Demopolis Times	6000	American Profile
AL	Dothan	The Dothan Eagle	35700	American Profile
AL	Eufaula	The Eufaula Tribune	5582	American Profile
AL	Fairhope	Fairhope Courier	1850	American Profile
AL	Fayette	The Times-Record	5000	American Profile
AL	Fayette	Pickens County Herald	5000	American Profile
AL	Foley	Elberta-Lillian Ledger	1900	American Profile
AL	Foley	The Foley Onlooker	1850	American Profile
AL	Fort Payne	The Times-Journal	6467	American Profile
AL	Gardendale	North Jefferson News	3482	American Profile
AL	Greenville	The Greenville Advocate	3248	American Profile
AL	Gulf Shores	The Islander	1850	American Profile
AL	Hartselle	The Hartselle Enquirer	5074	American Profile
AL	Jasper	Daily Mountain Eagle	11044	American Profile
AL	Leeds	The Leeds News	2288	American Profile
AL	Madison	Madison County Record	1522	American Profile
AL	Opelika	The Opelika-Auburn News	14800	American Profile
AL	Ozark	The Southern Star	4060	American Profile
AL	Pell City	St. Clair News-Aegis	2786	American Profile
AL	Robertsdale	The Independent	1850	American Profile
AL	Russellville	Franklin County Times	4000	American Profile
AL	Scottsboro	The Daily Sentinel	5074	American Profile
AL	Tallassee	The Tallassee Tribune	3000	American Profile
AL	Troy	The Messenger	3349	American Profile
AL	Wetumpka	The Eclectic Observer	2000	American Profile
AL	Wetumpka	The Wetumpka Herald	4600	American Profile
AR	Conway	Log Cabin Democrat	11,040	USA Weekend
AR	El Dorado	News-Times	14,175	USA Weekend
AR	Fayetteville	Northwest Arkansas Democrat-Gazette	73,000	USA Weekend
AR	Fort Smith	Times Record	41,562	USA Weekend
AR	Harrison	Times	8,697	USA Weekend
AR	Hot Springs	Sentinel-Record	17,459	USA Weekend
AR	Jonesboro	Sun	19,830	USA Weekend
AR	Mountain Home	Baxter Bulletin	10,691	USA Weekend
AR	Paragould	Daily Press	4,237	USA Weekend
AR	Pine Bluff	Commercial	12,733	USA Weekend
AR	Russellville	Courier	10,116	USA Weekend
AR	Searcy	Citizen	5,300	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
AR	Blytheville	Blytheville Courier News	2,985	Parade
AR	Little Rock/Fayetteville	Arkansas Democrat Gazette	293,845	Parade
AR	Ashdown	Little River News	3045	American Profile
AR	Atkins	The Dover Times	1448	American Profile
AR	Atkins	Atkins Chronicle	2000	American Profile
AR	Batesville	Batesville Daily Guard	10149	American Profile
AR	Benton	The Benton Courier	8119	American Profile
AR	Bentonville	The Weekly Vista	4466	American Profile
AR	Berryville	Carroll County News	3100	American Profile
AR	Booneville	Booneville Democrat	2874	American Profile
AR	Camden	Camden News	4100	American Profile
AR	Charleston	Charleston Express	1916	American Profile
AR	Cherokee Village	The Villager Journal	2985	American Profile
AR	Conway	Log Cabin Democrat	11164	American Profile
AR	Danville	Yell County Record	3552	American Profile
AR	El Dorado	El Dorado News-Times	9800	American Profile
AR	Greenwood	Greenwood Democrat	1421	American Profile
AR	Harrison	Newton County Times	1500	American Profile
AR	Heber Springs	Cleburne County Sun-Times	4975	American Profile
AR	Helena	Helena-West Helena Daily World	4050	American Profile
AR	Hope	Hope Star	3045	American Profile
AR	Hope	The Daily Siftings Herald	3045	American Profile
AR	Hot Spring	The Sentinel-Record	19000	American Profile
AR	Magnolia	Banner-News	4100	American Profile
AR	Malvern	Malvern Daily Record	4377	American Profile
AR	Manila	Northeast Arkansas Town Crier	2139	American Profile
AR	Melbourne	The Melbourne Times	1841	American Profile
AR	Mountain View	Stone County Leader	4263	American Profile
AR	Nashville	Nashville News	3000	American Profile
AR	Newport	Newport Independent	2239	American Profile
AR	Osceola	The Osceola Times	2537	American Profile
AR	Paris	Paris Express	2792	American Profile
AR	Piggott	Piggott Times	2239	American Profile
AR	Rector	Clay County Democrat	1443	American Profile
AR	Salem	Alma Journal	750	American Profile
AR	Salem	The News	3349	American Profile
AR	Stuttgart	Daily Leader	2985	American Profile
AR	Trumann	Trumann Democrat	1045	American Profile
AR	Trumann	Tri-City Tribune	1244	American Profile
AR	Van Buren	Van Buren Press Argus-Courier	3000	American Profile
AR	West Memphis	Evening Times	8627	American Profile
AR	White Hall	The White Hall Journal	2350	American Profile
AZ	Bullhead City	Mohave Valley Daily News	9,930	USA Weekend
AZ	Casa Grande	Dispatch	8,300	USA Weekend
AZ	Nogales	Nogales International	3,000	USA Weekend
AZ	Phoenix	La Voz	50,000	USA Weekend
AZ	Phoenix	Republic & Sunday Select	498,572	USA Weekend
AZ	Safford	Eastern Arizona Courier	5,576	USA Weekend
AZ	Sierra Vista	Herald/Bisbee Daily Review	9,515	USA Weekend
AZ	Tucson	Star	135,432	USA Weekend
AZ	Cottonwood	Verde Independent & The Bugle	4,516	Parade
AZ	Flagstaff	Arizona Daily Sun	11,316	Parade
AZ	Kingman	The Kingman Daily Miner	7,532	Parade
AZ	Lake Havasu	Today's News-Herald	10,706	Parade
AZ	Mesa/Scottsdale	Tribune	99,078	Parade
AZ	Prescott	The Daily Courier	16,722	Parade
AZ	Sun City	News-Sun	7,833	Parade
AZ	Tucson	The Arizona Daily Star	135,432	Parade
AZ	Yuma	The Sun	15,299	Parade
AZ	Benson	San Pedro Valley News - Sun	3045	American Profile
AZ	Bullhead City	Mohave Valley Daily News	9134	American Profile
AZ	Casa Grande	Casa Grande Dispatch	13000	American Profile
AZ	Chino Valley	Chino Valley Review	7500	American Profile
AZ	Cottonwood	The Bugle	2500	American Profile
AZ	Cottonwood	The Verde Independent	2574	American Profile
AZ	Douglas	The Daily Dispatch	4080	American Profile
AZ	Globe	Arizona Silver Belt	3500	American Profile
AZ	Green Valley	Green Valley News & Sun	10200	American Profile
AZ	Green Valley	The Sahuarita News and Sun	6630	American Profile
AZ	Holbrook	Holbrook Tribune - News	2290	American Profile
AZ	Kingman	The Kingman Daily Miner	8525	American Profile
AZ	Lake Havasu City	Today's News Herald	10500	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
AZ	Mesa	Chandler Tribune	23000	American Profile
AZ	Parker	Parker Pioneer	4500	American Profile
AZ	Phoenix	Ahwatukee Foothills News	28280	American Profile
AZ	Prescott	The Daily Courier	15750	American Profile
AZ	Prescott Valley	Prescott Valley Tribune	10000	American Profile
AZ	Safford	Eastern Arizona Courier	6900	American Profile
AZ	Show Low	White Mountain Independent	10000	American Profile
AZ	Sierra Vista	Sierra Vista Herald	10710	American Profile
AZ	Sun City	Glendale/Peoria Today	34170	American Profile
AZ	Sun City	Surprise Today	40290	American Profile
AZ	Sun City	Daily News-Sun	12444	American Profile
AZ	Wickenburg	Wickenburg Sun	2537	American Profile
AZ	Wilcox	Arizona Range News	3146	American Profile
AZ	Williams	Williams-Grand Canyon News	3482	American Profile
CA	Auburn	Journal	9,925	USA Weekend
CA	Benicia	Herald	2,729	USA Weekend
CA	Chico	Enterprise-Record	30,399	USA Weekend
CA	Davis	Enterprise	9,193	USA Weekend
CA	Eureka	Times-Standard	20,858	USA Weekend
CA	Fairfield	Republic	17,946	USA Weekend
CA	Grass Valley	The Union	15,628	USA Weekend
CA	Hanford	Sentinel	9,680	USA Weekend
CA	on	ANG Newspapers	86,364	USA Weekend
CA	Lakeport	Record-Bee	7,258	USA Weekend
CA	Lodi	News-Sentinel	15,405	USA Weekend
CA	Long Beach	Impacto USA	250,593	USA Weekend
CA	Los Angeles	Daily News	126,092	USA Weekend
CA	Los Angeles County	Press Telegram	80,315	USA Weekend
CA	Los Angeles County	Breeze	64,457	USA Weekend
CA	Los Angeles County	Star News-Valley Tribune-Daily News	78,397	USA Weekend
CA	Madera	Tribune	5,287	USA Weekend
CA	Marin County	Independent Journal	30,094	USA Weekend
CA	Monterey	Herald	28,778	USA Weekend
CA	Napa	Register	14,414	USA Weekend
CA	Oakland	Tribune	41,700	USA Weekend
CA	Ontario	Inland Valley Daily Bulletin	52,616	USA Weekend
CA	Palm Springs	Desert Sun Newspapers	83,080	USA Weekend
CA	Palo Aloto/Menlo Park	The Daily News	18,500	USA Weekend
CA	Placerville	Mountain Democrat	12,137	USA Weekend
CA	Red Bluff	News	6,469	USA Weekend
CA	Redlands	Facts	7,012	USA Weekend
CA	Ridgecrest	The Daily Independent	3,967	USA Weekend
CA	Roseville	The Press-Tribune	8,003	USA Weekend
CA	Salinas	Californian	15,293	USA Weekend
CA	San Bernardino	Sun	55,746	USA Weekend
CA	San Diego	La Jolla Village News	19,500	USA Weekend
CA	San Francisco	Examiner	248,711	USA Weekend
CA	San Jose	Yes! Your Essential Shopper	25,000	USA Weekend
CA	San Jose	Mercury News	244,661	USA Weekend
CA	San Mateo/Lompoc	Times	27,439	USA Weekend
CA	Santa Barbara	News-Press	31,362	USA Weekend
CA	Santa Cruz	Sentinel	21,865	USA Weekend
CA	Santa Maria/Lompoc	Times-Record	20,137	USA Weekend
CA	Tulare/Visalia	Advance Register-Times-Delta	25,664	USA Weekend
CA	Ukiah	Journal	6,714	USA Weekend
CA	Vacaville	Reporter	16,207	USA Weekend
CA	Vallejo	Times-Herald	15,603	USA Weekend
CA	Victorville/Barstow	Press-Desert Dispatch	31,408	USA Weekend
CA	Walnut Creek	Contra Costa Times	161,911	USA Weekend
CA	Watsonville	Register-Pajaronian	5,268	USA Weekend
CA	Woodland	Democrat	8,517	USA Weekend
CA	Yreka	Siskiyou Daily News	5,786	USA Weekend
CA	Bakersfield	The Bakersfield Californian	56,464	Parade
CA	Camarillo	Ventura County Star	81,524	Parade
CA	El Centro	Imperial Valley Press	9,854	Parade
CA	Fresno	The Fresno Bee	153,754	Parade
CA	Hanford	The Sentinel	9,680	Parade
CA	Lompoc	Lompoc Record	4,672	Parade
CA	Los Angeles	Los Angeles Times	983,702	Parade
CA	Marysville-Yuba City	Appeal-Democrat	18,306	Parade
CA	Merced	Merced Sun-Star	17,620	Parade
CA	Modesto	The Modesto Bee	73,865	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
CA	Napa Valley	Register	13,794	Parade
CA	Oceanside/Escondido	North County Times	70,170	Parade
CA	Palmdale	Antelope Valley Press	19,233	Parade
CA	Porterville	Recorder	7,200	Parade
CA	Redding	Record Searchlight	27,837	Parade
CA	Riverside	The Press Enterprise	121,786	Parade
CA	Sacramento	The Sacramento Bee	267,974	Parade
CA	San Diego	The San Diego Union-Tribune	309,571	Parade
CA	San Diego/TMC	Local Community Values	202,084	Parade
CA	San Francisco	San Francisco Chronicle	306,705	Parade
CA	San Francisco/TMC	The Wrap	25,845	Parade
CA	San Luis Obispo	The Tribune	39,184	Parade
CA	Santa Ana	The Orange County Register	288,174	Parade
CA	Santa Ana/TMC	Publications	99,000	Parade
CA	Santa Maria	Santa Maria Times	15,465	Parade
CA	Santa Rosa	The Press Democrat	68,489	Parade
CA	Stockton	The Record	53,237	Parade
CA	Victorville	High Desert Press Dispatch	28,216	Parade
CA	Altaville	The Sierra Sentinel	1000	American Profile
CA	Blythe	Palo Verde Valley Times (Quartzsite Times)	4060	American Profile
CA	Burney	Intermountain News	1050	American Profile
CA	Chester	Chester Progressive	2440	American Profile
CA	Chico	Chico-Oroville Enterprise Record	32477	American Profile
CA	Dos Palas	The Dos Palos Sun	1144	American Profile
CA	El Centro	Imperial Valley Press	11500	American Profile
CA	Escalon	Escalon Times	1800	American Profile
CA	Eureka	Eureka Times Standard	19500	American Profile
CA	Exeter	Gazette	3000	American Profile
CA	Fairfield	Daily Republic	18805	American Profile
CA	Fort Bragg	Fort Bragg Advocate News	5074	American Profile
CA	Gilroy	The Dispatch	4432	American Profile
CA	Grass Valley	The Union	17000	American Profile
CA	Greenville	Indian Valley Record	1498	American Profile
CA	Gridley	The Gridley Herald	2985	American Profile
CA	Hollister	Free Lance	3542	American Profile
CA	Holtville	Holtville Tribune	3045	American Profile
CA	Holtville	Imperial Valley Weekly	1250	American Profile
CA	Holtville	Calexico Chronicle	1287	American Profile
CA	Idyllwild	Idyllwild Town Crier	3248	American Profile
CA	Inyo	Inyo Register	4872	American Profile
CA	Jackson	Amador Ledger-Dispatch	7600	American Profile
CA	Lakeport	Lake County Record Bee	9134	American Profile
CA	Manteca	The Manteca Bulletin	6716	American Profile
CA	Monterey	The Monterey County Herald	29250	American Profile
CA	Monterey	Salinas Valley Weekly	35700	American Profile
CA	Morgan Hill	Morgan Hill Times	3266	American Profile
CA	Mount Shasta	Mount Shasta Herald	4872	American Profile
CA	Napa	The Napa Valley Register	18268	American Profile
CA	Oakdale	Oakdale Leader	5074	American Profile
CA	Palmdale	Antelope Valley Press	23460	American Profile
CA	Paradise	Paradise Post	8119	American Profile
CA	Placerville	Mountain Democrat	14527	American Profile
CA	Porterville	The Porterville Recorder	10149	American Profile
CA	Portola	Portola Reporter	2475	American Profile
CA	Quincy	Feather River Bulletin	3330	American Profile
CA	Red Bluff	Red Bluff Daily News	8119	American Profile
CA	Ridgecrest	The Daily Independent	8119	American Profile
CA	Riverbank	The Riverbank News	1284	American Profile
CA	San Diego	The San Diego Union-Tribune	254900	American Profile
CA	Santa Clarita	The Signal	13194	American Profile
CA	Shasta Lake	Shasta Lake Bulletin	1050	American Profile
CA	Sonora	The Union Democrat	12800	American Profile
CA	South Lake Tahoe	Tahoe Daily Tribune	8119	American Profile
CA	Susanville	Westwood Pinepress	1245	American Profile
CA	Susanville	Lassen County Times	8600	American Profile
CA	Taft	Daily Midway Driller	3045	American Profile
CA	Tehachapi	Tehachapi News	8433	American Profile
CA	Truckee	Sierra Sun	7720	American Profile
CA	Turlock	Turlock Journal	3980	American Profile
CA	Twenty-nine Palms	The Desert Trail	3149	American Profile
CA	Ukiah	Ukiah Daily Journal	7815	American Profile
CA	Vacaville	Vacaville Reporter	20298	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
CA	Vallejo	Vallejo Times Herald	22328	American Profile
CA	Valley Springs	The Valley Springs News	1100	American Profile
CA	Victorville	Press-Dispatch	38566	American Profile
CA	Willits	The Willits News	2842	American Profile
CA	Woodland	Woodland Daily Democrat	10352	American Profile
CA	Yreka	Siskiyou Daily News	5886	American Profile
CA	Yucca Valley	Hi-Desert Star	7000	American Profile
CO	Aspen	Times	10,500	USA Weekend
CO	Canon City	Daily Record	7,389	USA Weekend
CO	Denver	Post-Rocky Mountain News	479,876	USA Weekend
CO	Durango/Cortez	Herald-Journal	15,069	USA Weekend
CO	Fort Collins	Coloradoan	28,257	USA Weekend
CO	Frisco	Summit Daily News	11,350	USA Weekend
CO	Glenwood Springs	Post Independent	11,250	USA Weekend
CO	Granby	Sky Hi News	6,500	USA Weekend
CO	Grand Junction	Free Press	12,350	USA Weekend
CO	Greeley	Tribune	21,479	USA Weekend
CO	Longmont	Times-Call	21,582	USA Weekend
CO	Loveland	Reporter-Herald	16,921	USA Weekend
CO	Steamboat Springs	Steamboat Today	9,300	USA Weekend
CO	Vail	Daily	14,500	USA Weekend
CO	Boulder	Sunday Camera	29,151	Parade
CO	Canon City	Canon City Daily Record	7,055	Parade
CO	Colorado Springs	The Gazette	96,783	Parade
CO	Denver	The Denver Post	495,485	Parade
CO	Grand Junction	The Daily Sentinel	29,397	Parade
CO	Longmont	Times-Call	21,582	Parade
CO	Loveland	Reporter-Herald	16,921	Parade
CO	Montrose	Montrose Daily Press	5,382	Parade
CO	Pueblo	The Pueblo Chieftain	48,406	Parade
CO	Trinidad	The Chronicle-News	3,314	Parade
CO	Windsor	Windsor Now!	3,842	Parade
CO	Akron	Akron News-Reporter	900	American Profile
CO	Brush	Brush News-Tribune	900	American Profile
CO	Burlington	The Burlington Record	2740	American Profile
CO	Canon City	Daily Record	8000	American Profile
CO	Craig	Craig Daily Press	9200	American Profile
CO	Estes Park	Estes Park Trail-Gazette	3900	American Profile
CO	Fort Morgan	Fort Morgan Times	3360	American Profile
CO	Fowler	The Fowler Tribune	1000	American Profile
CO	Greeley	The Greeley Tribune	21000	American Profile
CO	Julesburg	Julesburg Advocate	1343	American Profile
CO	La Junta	La Junta Tribune Democrat	3000	American Profile
CO	Lafayette	Lafayette News	2000	American Profile
CO	Las Animas	Bent County Democrat	1500	American Profile
CO	Longmont	Daily Times - Call	21500	American Profile
CO	Louisville	Louisville Times	2000	American Profile
CO	Loveland	(Loveland) Daily Reporter - Herald	18500	American Profile
CO	Steamboat Springs	Steamboat Today	3500	American Profile
CO	Steamboat Springs	Steamboat Pilot	3500	American Profile
CO	Sterling	Journal Advocate	4500	American Profile
CT	Hartford	Courant	224,595	USA Weekend
CT	Norwalk	Hour	13,395	USA Weekend
CT	Norwich	Bulletin	24,994	USA Weekend
CT	Willimantic	Chronicle	6,871	USA Weekend
CT	Bridgeport	Connecticut Post	80,491	Parade
CT	Danbury	The News-Times	29,964	Parade
CT	Greenwich	Time	10,512	Parade
CT	Manchester	Journal Inquirer	37,028	Parade
CT	Meriden	Record-Journal	18,312	Parade
CT	Middletown	The Middletown Press	6,114	Parade
CT	New Britain	The Herald	11,517	Parade
CT	New Haven	New Haven Register	81,600	Parade
CT	New London	The Day	32,943	Parade
CT	Stamford	The Advocate	23,074	Parade
CT	Torrington	The Register Citizen	7,626	Parade
CT	Waterbury	The Sunday Republican	54,591	Parade
CT	Manchester	Journal Inquirer	45000	American Profile
CT	Norwalk	The Hour	16746	American Profile
CT	Willimantic	The Chronicle	12179	American Profile
DC	Washington	Times	43,889	USA Weekend
DC	Washington	Examiner	252,569	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
DC	Washington	The Washington Post	822,208	Parade
DE	Wilmington	News Journal & Sunday Select	127,091	USA Weekend
DE	Dover	State News Sunday	17,506	Parade
DE	Newark	Newark Post	6089	American Profile
DE	Newark	Route 40 Flier	19283	American Profile
FL	Brooksville	Hernando Today	3,727	USA Weekend
FL	Charlotte Harbor/Port Charlotte	Sun	73,860	USA Weekend
FL	Crystal River	Citrus County Chronicle	32,389	USA Weekend
FL	Daytona Beach	News-Journal	101,321	USA Weekend
FL	Ft. Lauderdale	El Sentinel	99,154	USA Weekend
FL	Ft. Lauderdale/South Florida	Sun-Sentinel	283,381	USA Weekend
FL	Ft. Myers	News-Press	105,175	USA Weekend
FL	Jackson County	Floridian	5,869	USA Weekend
FL	Jacksonville	Times-Union	177,591	USA Weekend
FL	Kissimmee	Osceola News-Gazette	38,469	USA Weekend
FL	Leesburg	Commercial	21,451	USA Weekend
FL	Live Oak	Suwannee Democrat	5,953	USA Weekend
FL	Melbourne	Florida Today & Sunday Select	89,926	USA Weekend
FL	Pensacola	News Journal	63,299	USA Weekend
FL	Sebring	Highlands Today	17,670	USA Weekend
FL	St. Augustine	Record	19,053	USA Weekend
FL	Tallahassee	Democrat	55,392	USA Weekend
FL	Tampa	Centro Mi Diario	51,224	USA Weekend
FL	Tampa/Newport Richey	Suncoast Newspapers	112,643	USA Weekend
FL	The Villages	Daily Sun	39,465	USA Weekend
FL	Winter Haven	News Chief	7,599	USA Weekend
FL	Bradenton	Bradenton Herald	40,827	Parade
FL	Cape Coral	Cape Coral Daily Breeze	50,195	Parade
FL	Ft Walton Beach	Northwest Florida Daily News	34,559	Parade
FL	Gainesville	The Gainesville Sun	40,982	Parade
FL	Lake City	Lake City Reporter	7,372	Parade
FL	Lakeland	The Ledger	62,317	Parade
FL	Miami	The Miami Herald	238,613	Parade
FL	Miami/El	El Nuevo Herald	81,721	Parade
FL	Naples/Bonita	Naples Daily News	49,120	Parade
FL	Ocala	Star-Banner	40,403	Parade
FL	Orlando	Orlando Sentinel	280,740	Parade
FL	Orlando Select	Orlando Sentinel Sunday Select	20,000	Parade
FL	Orlando/SMC	What's the Deal Orlando?	100,000	Parade
FL	Panama City	Freedom Florida Newspapers	26,500	Parade
FL	Panama City	The News Herald	28,998	Parade
FL	Sarasota	Herald-Tribune	86,741	Parade
FL	St. Petersburg	St. Petersburg Times	370,050	Parade
FL	Stuart	SCRIPPS Treasure Coast Newspapers	91,577	Parade
FL	Tampa	The Tampa Tribune	252,953	Parade
FL	West Palm Beach	The Palm Beach Post	143,547	Parade
FL	Winter Haven	The Reporter	28,794	Parade
FL	Bartow	The Polk County Democrat	4000	American Profile
FL	Brooksville	Hernando Today	13500	American Profile
FL	Charlotte Harbor	Sun Newspapers	14000	American Profile
FL	Chiefland	Chiefland Citizen	4378	American Profile
FL	Crawfordville	The Wakulla News	6000	American Profile
FL	Crescent City	Courier Journal	3045	American Profile
FL	Cross City	Dixie County Advocate	4570	American Profile
FL	Dunnellon	Riverland News	3482	American Profile
FL	Fernandina Beach	Fernandina Beach News-Leader	10945	American Profile
FL	Fort Meade	The Fort Meade Leader	2000	American Profile
FL	Frostproof	Frostproof News	2000	American Profile
FL	Jacksonville	The Florida Times-Union	140000	American Profile
FL	Kissimmee	Osceola News-Gazette	40000	American Profile
FL	Lake Placid	Lake Placid Journal	2000	American Profile
FL	Lake Wales	Lake Wales News	4000	American Profile
FL	Live Oak	Suwannee Democrat	6350	American Profile
FL	Madison	The Madison Enterprise-Recorder	3451	American Profile
FL	Marianna	Jackson County Floridian	7307	American Profile
FL	Quincy	Gadsden County Times	6000	American Profile
FL	Sebring	Highlands Today	25372	American Profile
FL	St. Augustine	St. Augustine Record	21560	American Profile
FL	The Villages	The Villages Daily Sun	46500	American Profile
FL	Venice	Hardee Sun	2000	American Profile
FL	Venice	Venice Gondolier Sun	11350	American Profile
FL	Wauchula	The Herald Advocate	4567	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
FL	Winter Park	The Voice (Oviedo)	2800	American Profile
GA	Albany	Herald	21,427	USA Weekend
GA	Athens	Banner-Herald	25,684	USA Weekend
GA	Augusta	Chronicle	73,913	USA Weekend
GA	Canton	Cherokee Tribune	5,349	USA Weekend
GA	Carrollton	Times-Georgian	8,770	USA Weekend
GA	Cartersville	The Daily Tribune News	6,596	USA Weekend
GA	Cumming	Forsyth County News	15,136	USA Weekend
GA	Cummings	South Forsyth News	16,800	USA Weekend
GA	Dalton	Citizen	11,001	USA Weekend
GA	Douglas County	Sentinel	3,374	USA Weekend
GA	Dublin	Courier Herald	9,616	USA Weekend
GA	Gainesville	Times	26,715	USA Weekend
GA	Griffin	News	6,641	USA Weekend
GA	Jonesboro/McDonough	News-Daily Herald	4,399	USA Weekend
GA	LaGrange	LaGrange Daily News	8,550	USA Weekend
GA	Lawrenceville/Conyers/Rockdale	Daily Post-Citizen	110,973	USA Weekend
GA	Marietta	Newspapers	103,060	USA Weekend
GA	Milledgeville	Union-Recorder	7,163	USA Weekend
GA	Newnan	Times-Herald	9,800	USA Weekend
GA	Perry	Houston Journal	14,000	USA Weekend
GA	Savannah	Morning News	56,066	USA Weekend
GA	Americus	Americus Times-Recorder	4,250	Parade
GA	Atlanta	The Atlanta Journal-Constitution	403,649	Parade
GA	Columbus	Columbus Ledger-Enquirer	43,218	Parade
GA	Cordele	Cordele Dispatch	3,607	Parade
GA	Hinesville	Liberty County Coastal Courier	4,147	Parade
GA	Macon	The Telegraph	63,403	Parade
GA	Moultrie	The Moultrie Observer	5,910	Parade
GA	Richmond Hill	Bryan County News	2,163	Parade
GA	Rome	Rome News-Tribune	15,401	Parade
GA	Statesboro	Statesboro Herald	7,470	Parade
GA	Thomasville	Thomasville Times-Enterprise	8,291	Parade
GA	Tifton	The Tifton Gazette	6,685	Parade
GA	Valdosta	The Valdosta Daily Times	16,138	Parade
GA	Athens	Athens Banner Herald	22000	American Profile
GA	Augusta	The Augusta Chronicle	54650	American Profile
GA	Augusta	North Augusta Today	17200	American Profile
GA	Bainbridge	The Post Searchlight	7650	American Profile
GA	Blakely	Early County News	3654	American Profile
GA	Brunswick	The Brunswick News & Advertiser	10600	American Profile
GA	Brunswick	The Brunswick News	16200	American Profile
GA	Cairo	The Cairo Messenger	4973	American Profile
GA	Calhoun	Calhoun Times	7021	American Profile
GA	Cartersville	The Daily Tribune News	7200	American Profile
GA	Clayton	The Clayton Tribune	7900	American Profile
GA	Covington	The Covington News	6089	American Profile
GA	Cumming	Forsyth County News	15300	American Profile
GA	Dalton	The Daily Citizen	12250	American Profile
GA	Dawsonville	Dawson Community News	4000	American Profile
GA	Eatonton	The Eatonton Messenger	4905	American Profile
GA	Fayetteville	Today in Peachtree City	2639	American Profile
GA	Fayetteville	Fayette Daily News	4060	American Profile
GA	Forsyth	The Monroe County Reporter	4477	American Profile
GA	Gray	The Jones County News	4060	American Profile
GA	Griffin	Griffin Daily News	8500	American Profile
GA	Hawkinsville	Hawkinsville Dispatch & News	2800	American Profile
GA	Jessup	The Press-Sentinel	6500	American Profile
GA	Lafayette	Walker County & Catoosa County News	6160	American Profile
GA	LaGrange	LaGrange Daily News	9743	American Profile
GA	Louisville	The News & Farmer	4440	American Profile
GA	Milledgeville	The Baldwin Bulletin	3248	American Profile
GA	Monroe	The Walton Tribune	6089	American Profile
GA	Montezuma	The Citizen and Georgian	3045	American Profile
GA	Perry	The Houston Home Journal	8955	American Profile
GA	Reidsville	The Tattnall Journal	2487	American Profile
GA	Rockmart	Rockmart Journal and Cedartown Std	5553	American Profile
GA	Rome	Rome News Tribune	17271	American Profile
GA	Savannah	Savannah Morning News	52000	American Profile
GA	Statesboro	The Statesboro Herald	8000	American Profile
GA	Sylvania	The Sylvania Telephone	4375	American Profile
GA	Thomaston	The Thomaston Times	4000	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
GA	Thomson	McDuffie Mirror	3140	American Profile
GA	Winder	The Barrow County News	7700	American Profile
HI	Hilo	Tribune-Herald	20,647	USA Weekend
HI	Honolulu	Advertiser	136,858	USA Weekend
HI	Kailua/Kona	West Hawaii Today	13,780	USA Weekend
HI	Lihue	Garden Island	9,104	USA Weekend
HI	Honolulu	Honolulu Star-Bulletin	54,052	Parade
HI	Wailuku	The Maui News	21,142	Parade
IA	Burlington	Hawk Eye	19,450	USA Weekend
IA	Centerville	Daily Iowegian	2,700	USA Weekend
IA	Clinton	Herald	10,968	USA Weekend
IA	Council Bluffs	Nonpareil	16,374	USA Weekend
IA	Des Moines	Register & Sunday Select	220,006	USA Weekend
IA	Dubuque	Telegraph-Herald	32,491	USA Weekend
IA	Ft. Madison	Ft. Madison Daily Democrat	4,400	USA Weekend
IA	Iowa City	Press-Citizen	13,664	USA Weekend
IA	Keokuk	Daily Gate City	4,914	USA Weekend
IA	Knoxville	Journal Express	2,111	USA Weekend
IA	Oskaloosa	Oskaloosa Herald	3,132	USA Weekend
IA	Ottumwa	The Ottumwa Courier	12,040	USA Weekend
IA	Sioux City	Journal	37,751	USA Weekend
IA	Ames	The Tribune	10,420	Parade
IA	Cedar Rapids	The Gazette	67,456	Parade
IA	Davenport	Quad-City Times	65,415	Parade
IA	Dubuque	Telegraph-Herald	31,900	Parade
IA	Fort Dodge	The Messenger	17,537	Parade
IA	Marshalltown	Times-Republican	9,102	Parade
IA	Mason City	Globe-Gazette	20,465	Parade
IA	Muscatine	Muscatine Journal	7,055	Parade
IA	Sioux City	Sioux City Journal	37,835	Parade
IA	Waterloo	The Courier	48,008	Parade
IA	Algona	The Algona Upper Des Moines	3250	American Profile
IA	Allison	Butler County Tribune Journal	1400	American Profile
IA	Armstrong	Rock Valley Bee	1343	American Profile
IA	Atlantic	Atlantic News - Telegraph	3552	American Profile
IA	Audubon	Audubon County Advocate Journal	1940	American Profile
IA	Bedford	The Bedford Times-Press	1000	American Profile
IA	Boone	Boone News-Republican	2850	American Profile
IA	Britt	The Britt News Tribune	1542	American Profile
IA	Burlington	The Hawk Eye	21313	American Profile
IA	Carroll	Daily Times Herald	6356	American Profile
IA	Cascade	Cascade Pioneer	1475	American Profile
IA	Centerville	Daily Iowegian	3146	American Profile
IA	Cherokee	Chronicle Times	2579	American Profile
IA	Clarinda	Clarinda Herald-Journal	1200	American Profile
IA	Clarksville	Clarksville Star	1150	American Profile
IA	Clinton	Clinton Herald	11900	American Profile
IA	Corwith	CWL Times	1000	American Profile
IA	Council Bluffs	The Daily Nonpareil	17000	American Profile
IA	Creston	Creston News Advertiser	4600	American Profile
IA	Denison	Denison Review	1000	American Profile
IA	Dows	Dows Advocate	1000	American Profile
IA	Dyersville	Dyersville Commercial	3383	American Profile
IA	Eagle Grove	Eagle Grove Eagle	1670	American Profile
IA	Fairfield	The Fairfield Daily Ledger	3298	American Profile
IA	Forest City	Forest City Summit	2898	American Profile
IA	Fort Madison	Fort Madison Daily Democrat	5000	American Profile
IA	Freemont	Village Vine	500	American Profile
IA	Garner	Garner Leader & Signal	1500	American Profile
IA	Grundy Grove	The Grundy Register	2200	American Profile
IA	Hamburg	Hamburg Reporter	1244	American Profile
IA	Hampton	Pioneer Enterprise	700	American Profile
IA	Hampton	Calhoun County Advocate	1200	American Profile
IA	Hampton	Hampton Chronicle	2930	American Profile
IA	Harlan	Harlan News-Advertiser	3000	American Profile
IA	Hawarden	The Independent/Examiner	1045	American Profile
IA	Hull	Sioux County Index-Reporter	1029	American Profile
IA	Ida Grove	Ida County Courier	2842	American Profile
IA	Inwood	West Lyon Herald	1031	American Profile
IA	Kalona	The Lone Tree Reporter	1000	American Profile
IA	Kalona	The Kalona News	2000	American Profile
IA	Kanawha	Kanawha Reporter	995	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
IA	Keokuk	Daily Gate City	5000	American Profile
IA	Keota	Keota Eagle	1000	American Profile
IA	Knoxville	Journal Express	2139	American Profile
IA	Lake City	Lake City Graphic	1000	American Profile
IA	LeMars	LeMars Daily Sentinel	2800	American Profile
IA	Logan	Logan Herald-Observer	1000	American Profile
IA	Mason City	Globe Gazette	18500	American Profile
IA	Mount Pleasant	Mt. Pleasant News	2994	American Profile
IA	New Sharon	New Sharon Sun	950	American Profile
IA	Newton	Newton Daily News	5100	American Profile
IA	Osage	Mitchell County Press News	3045	American Profile
IA	Osceola	Osceola Sentinel-Tribune	3200	American Profile
IA	Oskaloosa	Oskaloosa Herald	3500	American Profile
IA	Ottumwa	The Ottumwa Courier	14900	American Profile
IA	Pella	The Chronicle	2139	American Profile
IA	Rock Rapids	Lyon County Reporter	1929	American Profile
IA	Sheffield	Sheffield Press	900	American Profile
IA	Shenandoah	Valley News Today	2000	American Profile
IA	Sigourney	Sigourney News Review	2000	American Profile
IA	Sioux City	Sioux City Journal	45670	American Profile
IA	Spencer	The Daily Reporter	3781	American Profile
IA	Spirit Lake	Dickinson County News	3084	American Profile
IA	Storm Lake	Pilot Tribune	2786	American Profile
IA	Story City	The Story City Herald	1925	American Profile
IA	Tipton	The Tipton Conservative and Advertiser	4000	American Profile
IA	Washington	The Washington Evening Journal	3820	American Profile
IA	West Branch	West Branch Times	1500	American Profile
IA	West Liberty	The West Liberty Index	1037	American Profile
IA	What Cheer	What Cheer Paper	1300	American Profile
IA	Woodbine	The Woodbine Twiner	900	American Profile
ID	Coeur D'Alene	Press	31,246	USA Weekend
ID	Boise	Idaho Statesman	72,042	Parade
ID	Idaho Falls	Post Register	28,705	Parade
ID	Lewiston/Clarkson	Lewiston Morning Tribune	25,153	Parade
ID	Nampa/Caldwell	Idaho Press Tribune	20,982	Parade
ID	Pocatello	Idaho State Journal	17,976	Parade
ID	Rexburg	Standard Journal	4,625	Parade
ID	Twin Falls	The Times-News	20,812	Parade
ID	Aberdeen	The Aberdeen Times	900	American Profile
ID	American Falls	Power County Press	1900	American Profile
ID	Blackfoot	The Morning News	3980	American Profile
ID	Coeur d'Alene	Coeur d'Alene Press	21800	American Profile
ID	Driggs	Teton Valley News	2700	American Profile
ID	Grangeville	Idaho County Free Press	2400	American Profile
ID	Kellogg	Shoshone News-Press	4200	American Profile
ID	Moscow	The Moscow-Pullman Daily News	7104	American Profile
ID	Mt. Home	Mountain Home News	4060	American Profile
ID	Payette	Independent Enterprise	1700	American Profile
ID	Preston	The Preston Citizen	2288	American Profile
ID	Priest River	Priest River Times	2800	American Profile
ID	Rexburg	Standard Journal	5472	American Profile
ID	Sandpoint	Bonnerr Ferry Herald	3551	American Profile
ID	Sandpoint	Bonner County Daily Bee	5200	American Profile
IL	Aurora	Beacon News	27,757	USA Weekend
IL	Benton	Evening News	2,900	USA Weekend
IL	Charleston	Times-Courier	5,211	USA Weekend
IL	Chicago	La Raza	152,133	USA Weekend
IL	Chicago	Sun-Times	253,975	USA Weekend
IL	Crystal Lake	Northwest Herald	36,430	USA Weekend
IL	Danville	Commercial-News	13,631	USA Weekend
IL	De Kalb	Daily Chronicle	8,902	USA Weekend
IL	Downers Grove	Sun Times Media	84,450	USA Weekend
IL	Downers Grove	Press Publications-Bartlett	8,650	USA Weekend
IL	Du Quoin	Evening Call	3,272	USA Weekend
IL	Effingham	Daily News	11,345	USA Weekend
IL	Eldorado	Journal	788	USA Weekend
IL	Elgin	Courier News	11,377	USA Weekend
IL	Elmhurst	Press Publications-Elmhurst	21,455	USA Weekend
IL	Geneva	Chronicle	11,990	USA Weekend
IL	Harrisburg	Register	3,442	USA Weekend
IL	Joliet	Herald-News	40,805	USA Weekend
IL	Kankakee	The Daily Journal	27,914	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
IL	Valley	News-Tribune	16,651	USA Weekend
IL	Lemont	Reporter/Met	4,500	USA Weekend
IL	Marion	Republican	1,995	USA Weekend
IL	Mattoon	Journal Gazette	8,673	USA Weekend
IL	Morris	Daily Herald	5,733	USA Weekend
IL	Mount Vernon	Register-News	8,969	USA Weekend
IL	Naperville	Sun	15,032	USA Weekend
IL	Oak Brook	Suburban Life	5,400	USA Weekend
IL	Olney	Olney Daily Mail	4,100	USA Weekend
IL	Pontiac	Leader	3,503	USA Weekend
IL	Rock Island/Moline/East Moline	Argus-Dispatch	43,551	USA Weekend
IL	Rockford	Register Star	64,134	USA Weekend
IL	Shelbyville	Daily Union	2,350	USA Weekend
IL	Sterling/Rock Falls	Sauk Valley	18,361	USA Weekend
IL	Suburban Chicago	Herald	131,789	USA Weekend
IL	Suburban Chicago	Southtown	54,486	USA Weekend
IL	Waukegan/Lake County	News Sun	18,496	USA Weekend
IL	West Frankfort	American	1,842	USA Weekend
IL	Alton	The Telegraph	21,630	Parade
IL	Belleville	Belleville News-Democrat	56,886	Parade
IL	Belleville/Weeklies	Belleville Community Newspapers	8,045	Parade
IL	Bloomington	The Pantograph	44,690	Parade
IL	Canton	The Daily Ledger	4,617	Parade
IL	Carbondale	The Southern Illinoisian	32,042	Parade
IL	Centralia	Mt. Vernon Morning Sentinel	13,926	Parade
IL	Champaign/Urbana	The News-Gazette	43,537	Parade
IL	Chicago	Chicago Tribune	797,635	Parade
IL	Chicago Fin de Semana	Fin de Semana	265,000	Parade
IL	Chicago Select	Chicago Tribune Sunday Select	40,000	Parade
IL	Chicago/RedEye	RedEye	109,070	Parade
IL	Decatur	Herald & Review	45,866	Parade
IL	Freeport	The Journal Standard	10,885	Parade
IL	Galesburg	The Register-Mail	11,090	Parade
IL	Jacksonville	Jacksonville Journal-Courier	11,873	Parade
IL	Kewanee	Star Courier	4,163	Parade
IL	Macomb	The Macomb Journal	4,242	Parade
IL	Monmouth	Daily Review Atlas	1,801	Parade
IL	Ottawa	The Times	14,063	Parade
IL	Pekin	Pekin Daily Times	7,706	Parade
IL	Peoria	Journal Star	75,727	Parade
IL	Quincy	Quincy Herald-Whig	22,182	Parade
IL	Springfield	The State Journal-Register	57,784	Parade
IL	Aledo	The Times Record	3451	American Profile
IL	Alton	The Telegraph	27362	American Profile
IL	Benton	The Evening News	3755	American Profile
IL	Canton	The Daily Ledger	5582	American Profile
IL	Carbondale	The Southern Illinoisian	28925	American Profile
IL	Carlinville	Macoupin County Enquirer Democrat	4060	American Profile
IL	Chester	Randolph County Herald-Tribune	2487	American Profile
IL	Christopher	The Progress	1542	American Profile
IL	Crystal Lake	The Northwest Herald	38000	American Profile
IL	Crystal Lake	Lake County Journals	13500	American Profile
IL	DeKalb	The Daily Chronicle	9300	American Profile
IL	Du Quoin	Du Quoin Evening Call	3857	American Profile
IL	Effingham	Effingham Daily News	11500	American Profile
IL	Fairbury	The Blade	2139	American Profile
IL	Flora	The Clay County Advocate-Press	2139	American Profile
IL	Freeport	The Journal-Standard	14209	American Profile
IL	Galesburg	The Paper	18268	American Profile
IL	Geneseo	Geneseo Republic	5920	American Profile
IL	Geneva	Kane County Chronicle	9000	American Profile
IL	Harrisburg	The Daily Register	6191	American Profile
IL	Herrin	The Spokesman	2040	American Profile
IL	Hillsboro	The Journal News	5900	American Profile
IL	Jacksonville	Jacksonville Journal Courier	14925	American Profile
IL	Kankakee	The Daily Journal	26340	American Profile
IL	Kewanee	Star-Courier	5988	American Profile
IL	La Salle	La Salle News Tribune	19000	American Profile
IL	Lena	Northwestern Illinois Farmers	1600	American Profile
IL	Lincoln	The Courier	7003	American Profile
IL	Loves Park	Rock Valley Publishing	1000	American Profile
IL	Machesney Park	Elmhurst Independent	6400	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
IL	Macomb	Macomb Journal	4179	American Profile
IL	Marion	Marion Daily Republican	3045	American Profile
IL	Metamora	Metamora Herald	2040	American Profile
IL	Metropolis	Metropolis Planet	4872	American Profile
IL	Moline	The Dispatch/Rock Island Argus	42000	American Profile
IL	Monmouth	Daily Review Atlas	1537	American Profile
IL	Morris	Morris Daily Herald	7600	American Profile
IL	Mount Carmel	Daily Republican-Register	4060	American Profile
IL	Murphysboro	Murphysboro American	1841	American Profile
IL	Newton	Newton Press-Mentor	2239	American Profile
IL	Olney	Olney Daily Mail	4060	American Profile
IL	Oquawka	Oquawka Current	1000	American Profile
IL	Ottawa	The Times	15000	American Profile
IL	Palos Heights	The Regional News	4179	American Profile
IL	Paris	Paris - Beacon News	5582	American Profile
IL	Pekin	Daily Times	10000	American Profile
IL	Peoria	Peoria Times-Observer	15000	American Profile
IL	Peoria	Washington Times-Reporter	6442	American Profile
IL	Peoria	Morton Times-News	3000	American Profile
IL	Peoria	East Peoria Times-Courier	2250	American Profile
IL	Peoria	Chillicothe Times-Bulletin	2250	American Profile
IL	Pontiac	Daily Leader	4466	American Profile
IL	Rockford	Rockford Register Star	46750	American Profile
IL	Rushville	The Rushville Times	3045	American Profile
IL	Salem	Salem Times Commoner	4060	American Profile
IL	Shawneetown	The Gallatin Democrat	2239	American Profile
IL	Shelbyville	Shelbyville Daily Union	2800	American Profile
IL	Sterling	Sauk Valley Newspaper	21730	American Profile
IL	Taylorville	Breeze Courier	6000	American Profile
IL	Vandalia	Leader-Union	5176	American Profile
IL	West Frankfort	The Daily American	3045	American Profile
IL	Zion	Zion Benton News/Bargaineer	25000	American Profile
IN	Angola	Herald-Republican	4,607	USA Weekend
IN	Auburn	Evening Star	6,021	USA Weekend
IN	Batesville	The Herald Tribune	3,100	USA Weekend
IN	Bluffton	News-Banner	4,947	USA Weekend
IN	Columbus	Republic	19,146	USA Weekend
IN	Connersville	News Examiner	5,969	USA Weekend
IN	Crawfordsville	Journal Review	7,952	USA Weekend
IN	Elkhart	Truth	25,205	USA Weekend
IN	Frankfort	Times	4,327	USA Weekend
IN	Ft. Wayne	News-Sentinel	22,355	USA Weekend
IN	Greensburg	Greensburg Daily News	4,700	USA Weekend
IN	Huntington	Herald-Press	5,014	USA Weekend
IN	Indianapolis	Star & Sunday Select	340,497	USA Weekend
IN	Jasper	Herald	11,839	USA Weekend
IN	Kendallville	News-Sun	7,729	USA Weekend
IN	La Porte	Herald Argus	9,107	USA Weekend
IN	Lafayette/West Lafayette	Journal and Courier	34,726	USA Weekend
IN	Lebanon	The Reporter	4,665	USA Weekend
IN	Marion	Chronicle Tribune	14,387	USA Weekend
IN	Merrville	Post-Tribune	59,469	USA Weekend
IN	Michigan City	News-Dispatch	9,532	USA Weekend
IN	Muncie	Star-Press	30,496	USA Weekend
IN	New Castle	Courier-Times	7,152	USA Weekend
IN	Peru	Tribune	3,994	USA Weekend
IN	Richmond	Palladium-Item	17,600	USA Weekend
IN	Rushville	The Republican	2,650	USA Weekend
IN	Seymour	Tribune	8,632	USA Weekend
IN	Shelbyville	News	8,716	USA Weekend
IN	Vincennes	Sun-Commercial	9,397	USA Weekend
IN	Wabash	Plain Dealer	5,272	USA Weekend
IN	Warsaw	Times-Union	11,070	USA Weekend
IN	Anderson	The Herald Bulletin	20,422	Parade
IN	Bloomington/Bedford	Hoosier Times	36,016	Parade
IN	Columbus	The Republic	20,154	Parade
IN	Evansville	Evansville Courier & Press	75,692	Parade
IN	Franklin	Daily Journal	15,605	Parade
IN	Ft. Wayne	The Journal Gazette	105,077	Parade
IN	Goshen	The Goshen News	11,162	Parade
IN	Greenfield	Daily Reporter	8,727	Parade
IN	Kokomo	Kokomo Tribune	19,557	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
IN	Logansport	Pharos-Tribune	8,460	Parade
IN	Mooreville/Decatur	Reporter-Times	3,384	Parade
IN	Munster	The Times	91,971	Parade
IN	New Albany/Jeffersonville	The Evening News & The Tribune	13,125	Parade
IN	Seymour	The Tribune	6,919	Parade
IN	South Bend	South Bend Tribune	84,628	Parade
IN	Terre Haute	Tribune-Star	24,767	Parade
IN	Batesville	The Herald Tribune	3150	American Profile
IN	Bedford	The Bedford Times Mail	11300	American Profile
IN	Bloomington	The Herald Times	23600	American Profile
IN	Boonville	Boonville Standard	4060	American Profile
IN	Brazil	Brazil Times	4179	American Profile
IN	Bremen	The Bremen Enquirer	800	American Profile
IN	Culver	The Culver Citizen	500	American Profile
IN	Decatur	Decatur Daily Democrat	5650	American Profile
IN	French Lick	Springs Valley Herald	2842	American Profile
IN	Greencastle	Banner - Graphic	5572	American Profile
IN	Greensburg	Greensburg Daily News	5200	American Profile
IN	Hope	The Hope Star-Journal	1000	American Profile
IN	Kendallville	The News-Sun	20300	American Profile
IN	Knox	The Leader	430	American Profile
IN	LaPorte	The LaPorte Herald Argus	13930	American Profile
IN	Lawrenceburg	Journal Press	6368	American Profile
IN	Lebanon	The Lebanon Reporter	5100	American Profile
IN	Linton	The Daily World	5582	American Profile
IN	Madison	The Madison Courier	9300	American Profile
IN	Martinsville	The Reporter-Times	5500	American Profile
IN	Mooreville	The Mooreville/Decatur Times	5000	American Profile
IN	Nappanee	Nappanee Advance News	500	American Profile
IN	North Vernon	North Vernon Plain Dealer	6169	American Profile
IN	Paoli	Paoli Republican	3248	American Profile
IN	Plymouth	Pilot News	5870	American Profile
IN	Plymouth	Bourbon News-Mirror	900	American Profile
IN	Portland	The Commercial Review	5480	American Profile
IN	Princeton	Princeton Daily Clarion	6544	American Profile
IN	Rochester	The Rochester Sentinel	4100	American Profile
IN	Rushville	The Rushville Republican	3050	American Profile
IN	Seymour	The Tribune	8000	American Profile
IN	Shoals	The Shoals News	2438	American Profile
IN	Versailles	The Versailles Republican	4567	American Profile
IN	Washington	The Washington Times-Herald	7000	American Profile
IN	Winchester	The News-Gazette	3146	American Profile
KS	Abilene	Abilene Reflector-Chronicle	3,012	USA Weekend
KS	Arkansas City	Traveler	4,012	USA Weekend
KS	Chanute	The Chanute Tribune	4,205	USA Weekend
KS	Dodge City	Globe	5,277	USA Weekend
KS	Emporia	Gazette	6,488	USA Weekend
KS	Garden City	Telegram	7,966	USA Weekend
KS	Hays	News	11,078	USA Weekend
KS	Hutchinson	News	34,073	USA Weekend
KS	Lawrence	Journal-World	18,811	USA Weekend
KS	Leavenworth	Times	4,544	USA Weekend
KS	Newton	Kansan	7,213	USA Weekend
KS	Ottawa	The Ottawa Herald	5,300	USA Weekend
KS	Parsons	Parsons Sun	5,698	USA Weekend
KS	Pittsburg	Sun	6,491	USA Weekend
KS	Topeka	Capital-Journal	48,221	USA Weekend
KS	Winfield	Courier	4,418	USA Weekend
KS	Great Bend	Great Bend Tribune	5,840	Parade
KS	Manhattan	The Manhattan Mercury	11,600	Parade
KS	Salina	Salina Journal	25,333	Parade
KS	Wichita	The Wichita Eagle	114,692	Parade
KS	Abilene	Abilene Reflector-Chronicle	3146	American Profile
KS	Atchison	Atchison Daily Globe	4080	American Profile
KS	Augusta	Augusta Daily Gazette	2288	American Profile
KS	Baxter Springs	Baxter Springs News	1600	American Profile
KS	Belleville	The Belleville Telescope	2500	American Profile
KS	Chanute	The Chanute Tribune	3880	American Profile
KS	Coffeyville	The Coffeyville Journal	3900	American Profile
KS	Columbus	The Columbus Advocate	2200	American Profile
KS	El Dorado	The El Dorado Times	3482	American Profile
KS	Ellsworth	Ellsworth County Independent/Reporter	2736	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
KS	Eureka	The Eureka Herald	2040	American Profile
KS	Garnett	The Anderson County Review	2985	American Profile
KS	Goodland	The Goodland Daily News	1950	American Profile
KS	Hays	The Hays Daily News	12000	American Profile
KS	Herington	The Herington Times	2089	American Profile
KS	Hiawatha	Hiawatha World	2832	American Profile
KS	Holton	The Holton Recorder	4060	American Profile
KS	Hutchinson	The Hutchinson News	30750	American Profile
KS	Junction City	The Daily Union	5250	American Profile
KS	Lawrence	Journal-World	21000	American Profile
KS	Liberal	Southwest Daily Times	5000	American Profile
KS	Louisburg	Louisburg Herald	2244	American Profile
KS	McPherson	McPherson Sentinel	4577	American Profile
KS	Norton	The Norton Telegram	1900	American Profile
KS	Oberlin	The St. Francis Herald	1250	American Profile
KS	Oberlin	The Oberlin Herald	1850	American Profile
KS	Oberlin	Colby Free Press	1950	American Profile
KS	Oberlin	Bird City Times	551	American Profile
KS	Osawatomie	Osawatomie Graphic	2881	American Profile
KS	Oskaloosa	The Oskaloosa Independent	2338	American Profile
KS	Ottawa	The Ottawa Herald	5587	American Profile
KS	Overland Park	Wednesday Sun	20400	American Profile
KS	Overland Park	Blue Valley Sun	20400	American Profile
KS	Overland Park	Johnson County Sun	20400	American Profile
KS	Overland Park	Overland Park Sun	20400	American Profile
KS	Paola	The Miami County Republic	4335	American Profile
KS	Parsons	Parsons Sun	6495	American Profile
KS	Pittsburgh	Pittsburg Morning Sun	8000	American Profile
KS	Pratt	The Pratt Tribune	2040	American Profile
KS	Salina	The Salina Journal	30000	American Profile
KS	Shawnee	The Shawnee Dispatch	21000	American Profile
KS	Stockton	Stockton Sentinel	1443	American Profile
KS	Topeka	Topeka Capital Journal	42000	American Profile
KS	Valley Falls	The Vindicator	2740	American Profile
KS	Wellington	Wellington Daily News	2600	American Profile
KY	Bardstown	Kentucky Standard	9,289	USA Weekend
KY	Corbin	Times-Tribune	6,326	USA Weekend
KY	Frankfort	The State Journal	9,557	USA Weekend
KY	Harlan	Enterprise	7,000	USA Weekend
KY	Hopkinsville	New Era	10,237	USA Weekend
KY	London	The Sentinel-Echo	8,871	USA Weekend
KY	Louisville	Courier-Journal & Sunday Select	282,556	USA Weekend
KY	Madisonville	Messenger	7,893	USA Weekend
KY	Maysville	Ledger Independent	7,740	USA Weekend
KY	Middlesboro	News	5,479	USA Weekend
KY	Owensboro	Messenger-Inquirer	27,660	USA Weekend
KY	Paducah	Sun	24,405	USA Weekend
KY	Richmond	Register	5,769	USA Weekend
KY	Ashland	The Independent	16,012	Parade
KY	Bowling Green	Daily News	24,027	Parade
KY	Danville	The Kentucky Advocate	9,377	Parade
KY	Elizabethtown	The News Enterprise	19,668	Parade
KY	Glasgow	The Glasgow Daily Times	8,570	Parade
KY	Henderson	The Gleaner	10,411	Parade
KY	Lexington	Lexington Herald-Leader	116,941	Parade
KY	Maysville	The Ledger Independent	7,740	Parade
KY	Somerset	Commonwealth Journal	8,462	Parade
KY	Bardstown	Kentucky Standard	9700	American Profile
KY	Benton	The Tribune Courier	4700	American Profile
KY	Bowling Green	Daily News	25981	American Profile
KY	Brownsville	Edmonson News	4079	American Profile
KY	Cadiz	The Cadiz Record	4060	American Profile
KY	Corbin	Times - Tribune	8119	American Profile
KY	Danville	The Advocate Messenger	9000	American Profile
KY	Eddyville	Lyon County Herald-Ledger	2040	American Profile
KY	Falmouth	The Falmouth Outlook	4060	American Profile
KY	Flemingsburg	Flemingsburg Gazette	2500	American Profile
KY	Frankfort	The State Journal	9000	American Profile
KY	Fulton	The Fulton Leader	2000	American Profile
KY	Georgetown	Georgetown News Graphic	4200	American Profile
KY	Greenup	Greenup County News-Times	2537	American Profile
KY	Hazard	Hazard Herald	5300	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
KY	Hopkinsville	Kentucky New Era	10500	American Profile
KY	Hopkinsville	Fort Campbell Courier	18000	American Profile
KY	Leitchfield	Grayson Co. News - Gazette	3000	American Profile
KY	Liberty	Casey County News	4776	American Profile
KY	London	The Sentinel-Echo	7960	American Profile
KY	Middlesboro	The Daily News	6597	American Profile
KY	Monticello	The Wayne County Outlook	6089	American Profile
KY	New Castle	Henry County Local	4975	American Profile
KY	Nicholasville	The Jessamine Journal	7263	American Profile
KY	Oak Grove	The Eagle Post	5400	American Profile
KY	Pikeville	Appalachian News Express	6766	American Profile
KY	Prestonsburg	The Floyd County Times	6574	American Profile
KY	Princeton	The Times - Leader	5100	American Profile
KY	Russellville	News Democrat & Leader	3000	American Profile
KY	Salersville	The Salersville Independent	4179	American Profile
KY	Shepherdsville	The Pioneer News	8789	American Profile
KY	Taylorsville	Taylorsville Spencer Magnet	3654	American Profile
KY	Whitley City	The McCreary County Record	3645	American Profile
KY	Winchester	The Winchester Sun	5800	American Profile
LA	Alexandria	Town Talk	31,201	USA Weekend
LA	Bogalusa	Daily News	6,408	USA Weekend
LA	Covington	St. Tammany News	34,200	USA Weekend
LA	Hammond	Star	11,650	USA Weekend
LA	La Place	L'Observateur	5,000	USA Weekend
LA	Lafayette	Advertiser	46,729	USA Weekend
LA	Monroe	News-Star	33,142	USA Weekend
LA	New Iberia	Sunday Iberian	13,814	USA Weekend
LA	Opelousas	World	8,971	USA Weekend
LA	Shreveport	Times	58,860	USA Weekend
LA	Thibodaux	Comet	9,881	USA Weekend
LA	Abbeville-Eunice-Ville Platte	Meridional-News-Gazette	11,325	Parade
LA	Baton Rouge	The Advocate	112,193	Parade
LA	Crowley	The Crowley Post-Signal	3,800	Parade
LA	Houma	The Courier	17,267	Parade
LA	Lake Charles	American Press	37,486	Parade
LA	New Orleans	The Times-Picayune	177,650	Parade
LA	Ruston	The Ruston Daily Leader	5,200	Parade
LA	Bastrop	Bastrop Daily Enterprise	4567	American Profile
LA	Belle Chasse	The Plaquemines Watchman	5700	American Profile
LA	Bogalusa	Daily News	3383	American Profile
LA	Bossier City	Bossier Press-Tribune	4770	American Profile
LA	Covington	St. Tammany News	9950	American Profile
LA	DeRidder	Beauregard Daily News	3500	American Profile
LA	Gonzales	Ascension Citizen	7164	American Profile
LA	Jena	The Jena - Times	4975	American Profile
LA	La Place	L'Observateur	5100	American Profile
LA	Leesville	Leesville News Leader	3500	American Profile
LA	Minden	Minden Press-Herald	5074	American Profile
LA	Sulphur	Southwest Daily News	4000	American Profile
MA	Attleboro	Sun Chronicle	17,898	USA Weekend
MA	Boston	Herald	95,289	USA Weekend
MA	Brockton	Enterprise	32,048	USA Weekend
MA	Fall River	Herald News	18,110	USA Weekend
MA	Fitchburg	Sentinel & Enterprise	17,077	USA Weekend
MA	Framingham/Milford	Metrowest News	32,961	USA Weekend
MA	Gloucester	Daily Times	8,989	USA Weekend
MA	Greenfield	Recorder	13,182	USA Weekend
MA	Lowell	Sun	45,993	USA Weekend
MA	Newburyport	Daily News	11,359	USA Weekend
MA	North Adams	Transcript	6,661	USA Weekend
MA	North Andover	Eagle-Tribune	42,894	USA Weekend
MA	Northampton	Hampshire Gazette	17,814	USA Weekend
MA	Pittsfield/Berkshire	Eagle	27,352	USA Weekend
MA	Quincy	Patriot Ledger	56,042	USA Weekend
MA	Salem	News	26,360	USA Weekend
MA	Taunton	Gazette	8,226	USA Weekend
MA	Boston	Boston Sunday Globe	416,792	Parade
MA	Hyannis/Cape Cod	Sunday Cape Cod Times	52,047	Parade
MA	New Bedford	Sunday Standard-Times	28,323	Parade
MA	Springfield	Sunday Republican	106,797	Parade
MA	Worcester	Sunday Telegram	85,609	Parade
MA	Attleboro	The Sun Chronicle	25372	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
MA	Greenfield	The Recorder	15422	American Profile
MA	North Adams	North Adams Transcript	8627	American Profile
MA	North Reading	The Lynnfield Villager	1600	American Profile
MA	North Reading	North Reading Transcript	4500	American Profile
MD	Annapolis	Capital	42,834	USA Weekend
MD	Annapolis	Maryland Gazette	26,356	USA Weekend
MD	Easton	Sunday Star	17,385	USA Weekend
MD	Frederick	News-Post	37,103	USA Weekend
MD	Salisbury	Times	25,176	USA Weekend
MD	Westminster	Carroll County Times	26,824	USA Weekend
MD	Baltimore	Baltimore Weeklies	105,813	Parade
MD	Baltimore	The Sun	322,491	Parade
MD	Baltimore Select	Baltimore Sun Sunday Select	20,000	Parade
MD	Cumberland	Cumberland Times-News	27,473	Parade
MD	Hagerstown	The Herald-Mail Newspapers	34,347	Parade
MD	Annapolis	Maryland Gazette	30845	American Profile
MD	Centreville	The Record-Observer	3349	American Profile
MD	Chestertown	Kent County News	8627	American Profile
MD	Denton	The Times Record	3349	American Profile
MD	Easton	The Star Democrat	19791	American Profile
MD	Elkton	Cecil Whig	17253	American Profile
MD	Frederick	The Frederick News-Post	42000	American Profile
MD	Stevensville	The Bay Times	5074	American Profile
MD	Westminster	Carroll County Times	24000	American Profile
ME	Augusta-Waterville	Kennebec Journal-Morning Sentinel	28,413	USA Weekend
ME	Bangor	News	64,575	USA Weekend
ME	Biddeford	Journal-Tribune	8,188	USA Weekend
ME	Lewiston/Auburn	Sun-Journal	30,179	USA Weekend
ME	Portland	Maine Sunday Telegram	92,406	Parade
ME	Bangor	Bangor Daily News	65000	American Profile
ME	Lewiston	Sun Journal	36500	American Profile
ME	Portland	Portland Press Herald	76500	American Profile
MI	Alpena	News	10,245	USA Weekend
MI	Battle Creek	Enquirer	18,697	USA Weekend
MI	Benton Harbor/St. Joseph	Herald-Palladium	20,803	USA Weekend
MI	Big Rapids/Manistee	Pioneer-News Advocate	8,601	USA Weekend
MI	Cheboygan	Daily Tribune	3,687	USA Weekend
MI	Coldwater	The Daily Reporter	4,478	USA Weekend
MI	Detroit	News and Free Press & Sunday Select	644,785	USA Weekend
MI	Escanaba	Press	8,917	USA Weekend
MI	Grand Haven	Tribune	10,896	USA Weekend
MI	Greenville	News	7,499	USA Weekend
MI	Hillsdale	News	5,793	USA Weekend
MI	Holland	Sentinel	18,529	USA Weekend
MI	Houghton	Mining Gazette	9,237	USA Weekend
MI	Howell	Livingston County Daily Press & Argus	15,707	USA Weekend
MI	Iron Mountain/Kingsford	News	9,966	USA Weekend
MI	Lansing	Lansing Community Newspapers	108,865	USA Weekend
MI	Lansing	State Journal	72,831	USA Weekend
MI	Livonia	Observer	57,000	USA Weekend
MI	Livonia	Eccentric	27,500	USA Weekend
MI	Owosso	Argus-Press	9,508	USA Weekend
MI	Port Huron	Times-Herald	22,707	USA Weekend
MI	Sturgis	Sturgis Journal	5,768	USA Weekend
MI	Adrian	The Daily Telegram	15,617	Parade
MI	Ann Arbor	The Ann Arbor News	50,419	Parade
MI	Bad Axe	Huron Daily Tribune	6,168	Parade
MI	Bay City	The Bay City Times	34,350	Parade
MI	Cadillac	News	8,544	Parade
MI	Dearborn	Press & Guide	10,798	Parade
MI	Flint	The Flint Journal	80,192	Parade
MI	Grand Rapids	The Grand Rapids Press	162,936	Parade
MI	Jackson	Citizen Patriot	30,574	Parade
MI	Kalamazoo	Kalamazoo Gazette	59,678	Parade
MI	Lapeer	The County Press	9,250	Parade
MI	Marquette	The Mining Journal	15,616	Parade
MI	Midland	The Midland Daily News	15,984	Parade
MI	Monroe	The Monroe Sunday News	21,958	Parade
MI	Mount Clemens	The Macomb Daily	60,528	Parade
MI	Mount Pleasant	Morning Sun	9,614	Parade
MI	Muskegon	The Muskegon Chronicle	39,069	Parade
MI	New Baltimore	The Weekend Voice	15,983	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
MI	Petoskey	Petoskey News-Review	10,302	Parade
MI	Pontiac	The Oakland Press	78,667	Parade
MI	Royal Oak	The Daily Tribune	7,815	Parade
MI	Saginaw	The Saginaw News	41,361	Parade
MI	Shelby Township	Advisor & Source Newspapers	116,588	Parade
MI	Southgate	The News-Herald	40,901	Parade
MI	Traverse City	Record-Eagle	31,419	Parade
MI	Big Rapids	Big Rapids Pioneer	6000	American Profile
MI	Cadillac	Cadillac News	8900	American Profile
MI	Caro	Tuscola County Advertiser	6467	American Profile
MI	Cheboygan	Cheboygan Daily Tribune	4364	American Profile
MI	Coldwater	The Daily Reporter	5937	American Profile
MI	Hart	Oceana's Herald Journal	7612	American Profile
MI	Hillsdale	The Hillsdale Daily News	6500	American Profile
MI	Holland	The Holland Sentinel	18400	American Profile
MI	Howell	Livingston County Daily Press and Argus	15500	American Profile
MI	Ionia	Sentinel-Standard	3146	American Profile
MI	Ironwood	(The Ironwood) Daily Globe	6597	American Profile
MI	Lapeer	Lapeer County Press	9600	American Profile
MI	Livonia	Westland Observer	8500	American Profile
MI	Livonia	Rochester Eccentric	9640	American Profile
MI	Livonia	Plymouth Observer	9500	American Profile
MI	Livonia	Livonia Observer	8500	American Profile
MI	Livonia	Garden City Observer	11000	American Profile
MI	Livonia	Canton Observer	11000	American Profile
MI	Ludington	Ludington Daily News	10149	American Profile
MI	Manistee	Manistee News Advocate	5000	American Profile
MI	Milford	Milford Times	5074	American Profile
MI	Munising	The Munising News	2438	American Profile
MI	Northville	Novi News	4872	American Profile
MI	Northville	Northville Record	5074	American Profile
MI	Rogers City	Onaway Outlook	2537	American Profile
MI	Rogers City	Presque Isle County Advance	4161	American Profile
MI	Sault Ste. Marie	The Evening News	7612	American Profile
MI	South Lyon	South Lyon Herald	5785	American Profile
MI	Sturgis	Sturgis Journal	6800	American Profile
MI	Tecumseh	The Tecumseh Herald	4800	American Profile
MI	Three Rivers	Three Rivers Commercial News	3552	American Profile
MI	Whitehall	White Lake Beacon	6089	American Profile
MI	Ypsilanti	Ypsilanti Courier	2537	American Profile
MI	Zeeland	The Zeeland Record	1542	American Profile
MN	Austin	Post Bulletin	2,674	USA Weekend
MN	Brainerd	Dispatch	15,387	USA Weekend
MN	Eden Prairie	Minnesota Sun Newspapers	56,093	USA Weekend
MN	Fairmont	Sentinel	6,190	USA Weekend
MN	Fergus Falls	Journal	6,329	USA Weekend
MN	Marshall	Independent	6,712	USA Weekend
MN	Rochester	Post-Bulletin	44,210	USA Weekend
MN	St. Cloud	Times	33,683	USA Weekend
MN	Stillwater	Gazette	17,792	USA Weekend
MN	Virginia	Mesabi News	10,488	USA Weekend
MN	Albert Lea	Albert Lea Tribune	6,274	Parade
MN	Austin	Austin Daily Herald	5,477	Parade
MN	Bemidji	The Bemidji Pioneer	9,947	Parade
MN	Duluth	Duluth News-Tribune	52,168	Parade
MN	Faribault	Faribault Daily News	5,703	Parade
MN	Mankato	The Free Press	20,212	Parade
MN	Minneapolis-St. Paul	Star Tribune	477,562	Parade
MN	New Ulm	The Journal	8,078	Parade
MN	Northfield	Northfield News	4,675	Parade
MN	Owatonna	Owatonna People's Press	6,783	Parade
MN	Red Wing	Red Wing Republican Eagle	5,890	Parade
MN	St. Paul	Pioneer Press	236,979	Parade
MN	Willmar	West Central Tribune	14,971	Parade
MN	Winona	Winona Daily News	10,520	Parade
MN	Worthington	Daily Globe	8,398	Parade
MN	Aitkin	Aitkin Independent Age	4350	American Profile
MN	Bagley	Farmers Independent	2040	American Profile
MN	Baudette	The Baudette Region	1393	American Profile
MN	Brainerd	Brainerd Daily Dispatch	13803	American Profile
MN	Canby	Canby News	1642	American Profile
MN	Clarissa	Independent News Herald	2000	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
MN	Cloquet	The Pine Knot	2789	American Profile
MN	Cloquet	The Pine Journal	3300	American Profile
MN	Cottonwood	Tri-County News	1343	American Profile
MN	Crookston	Crookston Daily Times	2040	American Profile
MN	Elbow Lake	Grant County Herald	1642	American Profile
MN	Faribault	Faribault Daily News	6467	American Profile
MN	Grand Rapids	Herald Review	7624	American Profile
MN	Granite Falls	Granite Falls Advocate-Tribune	2689	American Profile
MN	Hibbing	The Daily Tribune	6597	American Profile
MN	Isle	Mille Lacs Messenger	4450	American Profile
MN	Montevideo	Montevideo American News	3654	American Profile
MN	Montgomery	Montgomery Messenger	2239	American Profile
MN	New Prague	The New Prague Times	4770	American Profile
MN	Owatonna	Owatonna People's Press	6467	American Profile
MN	Paynesville	The Paynesville Press	2040	American Profile
MN	Redwood Falls	The Redwood Falls Gazette	3958	American Profile
MN	Rochester	Post-Bulletin	47700	American Profile
MN	Sleepy Eye	Sleepy Eye Herald - Dispatch	2000	American Profile
MN	St. James	St. James Plain Dealer	2338	American Profile
MN	St. Peter	St. Peter Herald	2322	American Profile
MN	Staples	Staples World	2300	American Profile
MN	Thief River Falls	Thief River Falls Times	4477	American Profile
MN	Virginia	The Mesabi Daily News	9642	American Profile
MN	Waseca	Waseca County News	3371	American Profile
MN	Westbrook	Westbrook Sentinel/Tribune	1339	American Profile
MN	Winona	Winona Daily News	12935	American Profile
MO	Columbia	Tribune	17,647	USA Weekend
MO	Hannibal	Courier-Post	6,763	USA Weekend
MO	Independence/Blue Springs	Examiner	12,798	USA Weekend
MO	Kirksville	Kirksville Daily Express	3,391	USA Weekend
MO	Maryville	Maryville Daily Forum	2,300	USA Weekend
MO	Mexico	Mexico Ledger	6,015	USA Weekend
MO	Moberly	Democrat	4,326	USA Weekend
MO	Rolla	Rolla Daily News	4,750	USA Weekend
MO	Springfield	News-Leader	72,888	USA Weekend
MO	Cape Girardeau	Southeast Missourian	16,102	Parade
MO	Columbia	Missourian	4,825	Parade
MO	Dexter	The Daily Statesman	3,313	Parade
MO	Fulton	The Fulton Sun	3,727	Parade
MO	Jefferson City	News Tribune	21,300	Parade
MO	Joplin	The Joplin Globe	29,675	Parade
MO	Kansas City	The Kansas City Star	307,974	Parade
MO	Kennett	The Daily Dunklin Democrat	3,933	Parade
MO	Nevada	Weekend Herald-Tribune	6,000	Parade
MO	Park Hills	Daily Journal	7,279	Parade
MO	Poplar Bluff	Daily American Republic	11,161	Parade
MO	Sedalia	Democrat	9,800	Parade
MO	Sikeston	Standard Democrat	5,934	Parade
MO	St Joseph	St. Joseph News-Press	32,852	Parade
MO	St Louis	St.Louis Post-Dispatch	391,806	Parade
MO	St Louis Suburban	Suburban Newspapers of Greater St. Louis	363,869	Parade
MO	Aurora	Aurora Advertiser	3045	American Profile
MO	Bloomfield	The North Stoddard Countian	2040	American Profile
MO	Bolivar	Bolivar Herald -Free Press	5500	American Profile
MO	Boonville	Boonville Daily News	2537	American Profile
MO	Buffalo	Buffalo Reflex	5950	American Profile
MO	Camdenton	Lake Sun Leader	4975	American Profile
MO	Carthage	The Carthage Press	4161	American Profile
MO	Caruthersville	Democrat-Argus	2040	American Profile
MO	Concordia	The Concordian	2985	American Profile
MO	Dexter	The Daily Statesman	3045	American Profile
MO	Edina	The Edina Sentinel	1741	American Profile
MO	Fulton	The Fulton Sun	4770	American Profile
MO	Gladstone	Liberty Tribune	13260	American Profile
MO	Gladstone	Sun Tribune	26392	American Profile
MO	Gladstone	Sun Gazette	18717	American Profile
MO	Hannibal	Hannibal Courier-Post	8457	American Profile
MO	Hermitage	The Index	4627	American Profile
MO	Independence	The Examiner	13000	American Profile
MO	Kahoka	The Media	2250	American Profile
MO	Kennett	The Daily Dunklin Democrat	3654	American Profile
MO	Kirksville	Kirksville Daily Express	6368	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
MO	Lebanon	The Lebanon Daily Record	5772	American Profile
MO	Malden	Delta News Citizen	3045	American Profile
MO	Marble Hill	The Banner Press	4263	American Profile
MO	Marshfield	The Marshfield Mall	5100	American Profile
MO	Maryville	Maryville Daily Forum	2600	American Profile
MO	Mexico	Mexico Ledger	5500	American Profile
MO	Moberly	Evening Democrat	3000	American Profile
MO	Moberly	Moberly Monitor - Index	2970	American Profile
MO	Monett	The Monett Times	4100	American Profile
MO	Neosho	Neosho Daily News	4466	American Profile
MO	New Madrid	The Weekly Record	1045	American Profile
MO	Ozark	Christian County Headliner	5300	American Profile
MO	Palmyra	Palmyra Spectator	2842	American Profile
MO	Perryville	Perry County Republic-Monitor	5400	American Profile
MO	Portageville	Missourian-News	1741	American Profile
MO	Republic	Republic Monitor	2750	American Profile
MO	Rogersville	South County Mail	1625	American Profile
MO	Rolla	Rolla Daily News	6300	American Profile
MO	Sedalia	The Sedalia Democrat	13104	American Profile
MO	St. Joseph	St. Joseph News-Press	38765	American Profile
MO	Steele	The Steele Enterprise	1542	American Profile
MO	Stockton	Cedar County Republican	3700	American Profile
MO	Thayer	South Missourian-News	1642	American Profile
MO	Warrensburg	The Daily Star-Journal	5304	American Profile
MO	Warrenton	Warren County Record	3775	American Profile
MO	Washington	Washington Missourian	16525	American Profile
MO	West Plains	West Plains Daily Quill	7600	American Profile
MS	Cleveland	Bolivar Commercial	5,787	USA Weekend
MS	Corinth	Corinthian	5,988	USA Weekend
MS	Hattiesburg	American	20,129	USA Weekend
MS	Jackson	Clarion-Ledger	87,844	USA Weekend
MS	Natchez	Democrat	9,176	USA Weekend
MS	Biloxi/Gulfport	Sun Herald	43,726	Parade
MS	Brookhaven	The Daily Leader	6,069	Parade
MS	Clarksdale	The Clarksdale Press Register	3,125	Parade
MS	Columbus	The Commercial Dispatch	14,144	Parade
MS	Greenville	Delta Democrat Times	7,469	Parade
MS	Greenwood	The Greenwood Commonwealth	6,518	Parade
MS	Laurel	Laurel Leader-Call	6,925	Parade
MS	Mc Comb	Enterprise-Journal	10,456	Parade
MS	Meridian	The Meridian Star	13,255	Parade
MS	Picayune	Picayune Item	5,030	Parade
MS	Tupelo	Northeast Mississippi Daily Journal	35,454	Parade
MS	Vicksburg	The Vicksburg Post	12,281	Parade
MS	Aberdeen	The Monroe County Journal	6350	American Profile
MS	Batesville	Panola Partnership	1000	American Profile
MS	Batesville	The Panolian	4500	American Profile
MS	Brandon	Rankin County News	8119	American Profile
MS	Clarksdale	The Clarksdale Press Register	3150	American Profile
MS	Cleveland	Bolivar Commercial	6000	American Profile
MS	Crystal Springs	The Meteor	2600	American Profile
MS	Fulton	The Itawamba County Times	3250	American Profile
MS	Grenada	The Daily Star	5671	American Profile
MS	Hazelhurst	Copiah County Courier	3045	American Profile
MS	Holly Springs	The South Reporter	5200	American Profile
MS	Kosciusko	The Star-Herald	5074	American Profile
MS	Laurel	Laurel Leader-Call	9134	American Profile
MS	Meridian	The Meridian Star	14750	American Profile
MS	Monticello	Lawrence County Press	1841	American Profile
MS	Morton	Spirit of Morton	1045	American Profile
MS	New Albany	New Albany Gazette	4200	American Profile
MS	Oxford	The Oxford Eagle	5582	American Profile
MS	Pontotoc	The Pontotoc Progress	5250	American Profile
MS	Senatobia	The Democrat	4500	American Profile
MS	Starkville	Starkville Daily News	5970	American Profile
MS	Tylertown	The Tylertown Times	2388	American Profile
MS	Vicksburg	Vicksburg Post	14500	American Profile
MS	West Point	Daily Times Leader	3980	American Profile
MT	Great Falls	Tribune	31,066	USA Weekend
MT	Billings	Billings Gazette	48,814	Parade
MT	Bozeman	Bozeman Daily Chronicle	16,605	Parade
MT	Butte	Montana Standard	13,131	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
MT	Helena	Helena Independent Record	14,126	Parade
MT	Kalispell	Daily Inter Lake	17,030	Parade
MT	Missoula	Missoulian	30,992	Parade
MT	Big Timber	The Big Timber Pioneer	1400	American Profile
MT	Billings	Billings Gazette	47500	American Profile
MT	Chinook	The Journal News-Opinion	1500	American Profile
MT	Columbus	Stillwater County News	1841	American Profile
MT	Cut Bank	Cut Bank Pioneer	1650	American Profile
MT	Dillon	Dillon Tribune Examiner	2438	American Profile
MT	Fairfield	Fairfield Sun Times	1050	American Profile
MT	Forsyth	The Independent Press	1343	American Profile
MT	Glendive	Ranger Review	3060	American Profile
MT	Hardin	Big Horn County New	1741	American Profile
MT	Havre	Havre Daily News	4263	American Profile
MT	Helena	The Independent Record Editorial	14716	American Profile
MT	Kalispell	Daily Inter Lake	17609	American Profile
MT	Lewistown	Lewistown News-Argus	3333	American Profile
MT	Libby	The Western News	3248	American Profile
MT	Livingston	The Livingston Enterprise	3259	American Profile
MT	Miles City	Miles City Star	3408	American Profile
MT	Polson	Lake County Leader	5582	American Profile
MT	Red Lodge	Carbon County News	2288	American Profile
MT	Shelby	Shelby Promoter	2100	American Profile
MT	Townsend	The Townsend Star	2040	American Profile
MT	Valier	The Valerian	250	American Profile
NC	Albemarle	The Stanley News & Press	8,848	USA Weekend
NC	Asheboro	Courier-Tribune	14,027	USA Weekend
NC	Asheville	Citizen-Times	54,035	USA Weekend
NC	Boone	Watauga Mountain Times	15,500	USA Weekend
NC	Boone	The Watauga Democrat	6,000	USA Weekend
NC	Charlotte	Carolina Weekly	112,000	USA Weekend
NC	Concord/Kannapolis	Independent Tribune	18,042	USA Weekend
NC	Durham	Herald-Sun	29,556	USA Weekend
NC	Eden	News	2,369	USA Weekend
NC	Elkin	The Tribune	5,564	USA Weekend
NC	Forest City	Courier	7,108	USA Weekend
NC	Gastonia	Gaston Gazette	27,259	USA Weekend
NC	Henderson	Dispatch	7,263	USA Weekend
NC	Hickory	Record	22,522	USA Weekend
NC	High Point	Enterprise	21,016	USA Weekend
NC	Laurinburg	The Laurinburg Exchange	4,388	USA Weekend
NC	Lenoir	News-Topic	7,612	USA Weekend
NC	Lexington	Dispatch	10,500	USA Weekend
NC	Marion	The McDowell News	4,384	USA Weekend
NC	Monroe	Enquirer-Journal	7,580	USA Weekend
NC	Monroe	Waxhaw Exchange	9,075	USA Weekend
NC	Morganton	News-Herald	9,944	USA Weekend
NC	Mount Airy	News	8,749	USA Weekend
NC	Reidsville	Review	3,754	USA Weekend
NC	Roanoke Rapids	Herald	10,746	USA Weekend
NC	Salisbury/Spencer/East Spencer	Salisbury Post	21,277	USA Weekend
NC	Sanford	Herald	8,184	USA Weekend
NC	Southern Pines	The Pilot	15,005	USA Weekend
NC	Statesville	Record & Landmark	14,578	USA Weekend
NC	Tarboro	The Daily Southerner	4,308	USA Weekend
NC	West Jefferson	Ashe Mountain Times	10,350	USA Weekend
NC	Wilson	Times	15,738	USA Weekend
NC	Burlington	Times-News	24,524	Parade
NC	Chapel Hill	The Chapel Hill News	17,083	Parade
NC	Charlotte	The Charlotte Observer	227,916	Parade
NC	Clinton	The Sampson Independent	7,184	Parade
NC	Durham	The Durham News	57,693	Parade
NC	Elizabeth City	The Daily Advance	9,389	Parade
NC	Fayetteville	The Fayetteville Observer	59,600	Parade
NC	Gastonia	Gaston Gazette	26,430	Parade
NC	Goldsboro	Goldsboro News-Argus	19,641	Parade
NC	Greensboro	The News & Record	91,599	Parade
NC	Greenville	The Daily Reflector	20,177	Parade
NC	Hendersonville	Times-News	14,802	Parade
NC	Jacksonville	News	18,309	Parade
NC	Kinston	Free Press	10,917	Parade
NC	Lumberton	The Robesonian	13,953	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
NC	New Bern	Sun-Journal	14,754	Parade
NC	Raleigh	The News & Observer	193,010	Parade
NC	Rockingham	Richmond County Daily Journal	6,951	Parade
NC	Rocky Mount	Rocky Mount Telegram	14,286	Parade
NC	Shelby	The Star	12,136	Parade
NC	Southern Pines	The Pilot	16,031	Parade
NC	Washington	Washington Daily News	8,935	Parade
NC	Wilmington	Sunday Star-News	47,395	Parade
NC	Winston-Salem	Winston-Salem Journal	82,959	Parade
NC	Ahoskie	Roanoke-Chowan News Herald	10352	American Profile
NC	Albemarle	The Stanly News & Press	9000	American Profile
NC	Asheboro	The Randolph Guide	3200	American Profile
NC	Boone	Watauga Democrat	6000	American Profile
NC	Burgaw	The Pender Chronicle	2985	American Profile
NC	Burlington	Times-News	27352	American Profile
NC	Clemmons	The Clemmons Courier	2200	American Profile
NC	Clinton	The Sampson Independent	7000	American Profile
NC	Dunn	The Daily Record	10500	American Profile
NC	Durham	The Herald Sun	27000	American Profile
NC	Forest City	The Daily Courier	8000	American Profile
NC	Franklin	The Franklin Press	8600	American Profile
NC	Fremont	Wayne-Wilson News Leader	1600	American Profile
NC	Fuquay Varina	Holly Springs Sun	8800	American Profile
NC	Garner	Cleveland Post	6500	American Profile
NC	Gastonia	The Gaston Gazette	33492	American Profile
NC	Hayesville	Clay County Progress	4000	American Profile
NC	Henderson	The Daily Dispatch	8000	American Profile
NC	High Point	The High Point Enterprise	21800	American Profile
NC	Highlands	The Highlander	2200	American Profile
NC	Jacksonville	The Daily News	20646	American Profile
NC	Kannapolis	Independent Tribune	20000	American Profile
NC	Kinston	Kinston Free Press	11641	American Profile
NC	LaGrange	Weekly Gazette	1492	American Profile
NC	Laurinburg	The Laurinburg Exchange	4700	American Profile
NC	Lenoir	News-Topic	8800	American Profile
NC	Lumberton	The Robesonian	13000	American Profile
NC	Marion	The McDowell New	7200	American Profile
NC	Marshville	The Home News	2487	American Profile
NC	Mocksville	Davie County Enterprise-Record	9529	American Profile
NC	Monroe	The Enquirer-Journal	7500	American Profile
NC	Morganton	The News Herald	11400	American Profile
NC	Mount Airy	The Stokes News	6169	American Profile
NC	Mount Olive	Mount Olive Tribune	3600	American Profile
NC	Mt. Airy	Mt. Airy News	10961	American Profile
NC	Murphy	Cherokee Scout	6000	American Profile
NC	Nashville	The Nashville Graphic	3482	American Profile
NC	New Bern	The Sun Journal	16119	American Profile
NC	Newton	The Observer-News-Enterprise	2000	American Profile
NC	Princeton	Princeton News-Leader	1600	American Profile
NC	Robbinsville	Graham Star	4000	American Profile
NC	Rockingham	Richmond County Daily Journal	9751	American Profile
NC	Roxboro	The Courier-Times	8650	American Profile
NC	Sanford	The Sanford Herald	9000	American Profile
NC	Shelby	Shelby Star	16615	American Profile
NC	Southern Pines	The Pilot	16915	American Profile
NC	Spring Hope	Spring Hope Enterprise	2537	American Profile
NC	Statesville	Statesville Record & Landmark	16000	American Profile
NC	Tarboro	The Daily Southerner	4060	American Profile
NC	Taylorsville	The Taylorsville Times	6300	American Profile
NC	Whiteville	The News Reporter	11164	American Profile
NC	Wilson	The Wilson Times	16238	American Profile
ND	Bismarck	Tribune	29,861	USA Weekend
ND	Bismarck	Tribune	29,861	Parade
ND	Dickinson	The Dickinson Press	6,381	Parade
ND	Fargo	The Forum	55,414	Parade
ND	Grand Forks	Grand Forks Herald	29,395	Parade
ND	Jamestown	The Jamestown Sun	6,400	Parade
ND	Minot	Minot Daily News	19,053	Parade
ND	Beulah	Beulah Beacon	863	American Profile
ND	Devils Lake	Devils Lake Journal	3400	American Profile
ND	Garrison	McClusky Gazette	866	American Profile
ND	Garrison	The Leader-News	866	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
ND	Garrison	Underwood News	866	American Profile
ND	Garrison	McClellan County Independent	866	American Profile
ND	Garrison	Center Republican	866	American Profile
ND	Hankinson	Richland County News - Monitor	1400	American Profile
ND	Hazen	Hazen Star	866	American Profile
ND	New Town	New Town News	866	American Profile
ND	Parshall	Mountrail County Record	866	American Profile
ND	Stanley	Mountrail County Promoter	866	American Profile
ND	Turtle Lake	McLean County Journal	866	American Profile
ND	Valley City	Valley City Times-Record	2650	American Profile
ND	Velva	Velva Voice	866	American Profile
ND	Wahpeton	The Daily News	2945	American Profile
NE	Beatrice	Sun	6,286	USA Weekend
NE	Columbus	Telegram	9,148	USA Weekend
NE	Fremont	Tribune	7,747	USA Weekend
NE	Hasting	Hastings Tribune	9,620	USA Weekend
NE	Kearney	Hub	12,090	USA Weekend
NE	Lincoln	Journal-Star	72,846	USA Weekend
NE	Norfolk	Norfolk Daily News	15,972	USA Weekend
NE	Beatrice	Sun	6,286	Parade
NE	Columbus	Telegram	9,148	Parade
NE	Grand Island	The Grand Island Independent	20,411	Parade
NE	Lincoln	Journal Star	72,846	Parade
NE	North Platte	The North Platte Telegraph	11,940	Parade
NE	Omaha	Sunday World-Herald	189,204	Parade
NE	Scottsbluff	Star-Herald	14,658	Parade
NE	York	York News Times	4,018	Parade
NE	Alliance	Alliance Times-Herald	3045	American Profile
NE	Ashland	Ashland Gazette	3000	American Profile
NE	Beatrice	Beatrice Daily Sun	7000	American Profile
NE	Broken Bow	Custer County Chief	3781	American Profile
NE	Chadron	The Chadron Record	2000	American Profile
NE	Columbus	Columbus Telegram	10000	American Profile
NE	David City	Banner Press	2300	American Profile
NE	Fairbury	Fairbury Journal-News	3500	American Profile
NE	Fremont	Fremont Tribune	7900	American Profile
NE	Gordon	Gordon Journal	1500	American Profile
NE	Gothenburg	Gothenburg Times	2338	American Profile
NE	Grand Island	Grand Island Independent	20000	American Profile
NE	Hebron	Journal - Register	1900	American Profile
NE	Kearney	Kearney Hub	13000	American Profile
NE	Lexington	Lexington Clipper-Herald	2985	American Profile
NE	McCook	McCook Daily Gazette	5000	American Profile
NE	Minden	The Minden Courier	2239	American Profile
NE	Nebraska City	Nebraska City News-Press	2164	American Profile
NE	North Platte	North Platte Telegraph	12500	American Profile
NE	Ord	The Ord Quiz	2388	American Profile
NE	Papillion	Ralston Recorder	1773	American Profile
NE	Papillion	Papillion Times	3600	American Profile
NE	Ponca	Nebraska Journal Leader	1045	American Profile
NE	Schuyler	The Schuyler Sun	2189	American Profile
NE	Scottsbluff	Star Herald	15300	American Profile
NE	Sidney	Sun - Telegraph	2740	American Profile
NE	Syracuse	Syracuse Journal-Democrat	2200	American Profile
NE	Wahoo	Wahoo Newspaper	3000	American Profile
NE	Waverly	Waverly News	2119	American Profile
NH	Concord	Monitor	18,465	USA Weekend
NH	Dover/Laconia	Citizen-Foster's Sunday Citizen	25,630	USA Weekend
NH	Lebanon/Hanover	Valley News	16,137	USA Weekend
NH	Nashua	Telegraph	26,855	USA Weekend
NH	Keene	Sentinel	11,216	Parade
NH	Manchester	New Hampshire Sunday News	66,873	Parade
NH	Portsmouth	Seacoast Sunday	14,941	Parade
NH	Hudson	The Telegraph	23000	American Profile
NJ	Bridgewater	Courier-News	27,339	USA Weekend
NJ	Camden/Cherry Hill	Courier-Post	72,521	USA Weekend
NJ	East Brunswick	Home News Tribune	48,769	USA Weekend
NJ	Morristown/Parsippany	Record	32,110	USA Weekend
NJ	Neptune	Asbury Park Press	170,744	USA Weekend
NJ	Trenton	Trentonian	24,122	USA Weekend
NJ	Vineland	Journal	16,999	USA Weekend
NJ	Atlantic City	The Press Of Atlantic City	76,738	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
NJ	Bergen	The Record/Herald News	176,929	Parade
NJ	Cherry Hill/TMC	My Community Trend	300,000	Parade
NJ	Flemington	Hunterdon Observer	48,285	Parade
NJ	Hackensack	Suburban Trends	8,404	Parade
NJ	Jersey City	The Jersey Journal	23,832	Parade
NJ	Newark	The Star-Ledger	369,648	Parade
NJ	Newton	New Jersey Herald	17,573	Parade
NJ	Salem	Today's Sunbeam	8,248	Parade
NJ	Trenton	The Times	46,078	Parade
NJ	Willingboro	Burlington County Times	30,691	Parade
NJ	Woodbury	Gloucester County Times	22,230	Parade
NJ	Newton	New Jersey Herald	15500	American Profile
NM	Alamogordo	Times	7,091	USA Weekend
NM	Albuquerque	Journal	96,882	USA Weekend
NM	Belen	Valencia County News-Bulletin	21,820	USA Weekend
NM	Carlsbad	Current-Argus	6,445	USA Weekend
NM	Farmington	Times	18,857	USA Weekend
NM	Gallup	Independent	17,514	USA Weekend
NM	Las Cruces	Sun-News	24,746	USA Weekend
NM	Los Alamos	Los Alamos Monitor	4,225	USA Weekend
NM	Roswell	Record	10,800	USA Weekend
NM	Socorro	El Defensor Chieftain	3,500	USA Weekend
NM	Albuquerque	Journal	123,524	Parade
NM	Clovis	Clovis News Journal	6,927	Parade
NM	Hobbs	News-Sun	8,999	Parade
NM	Portales	Portales News-Tribune	1,752	Parade
NM	Roswell	Record	12,846	Parade
NM	Santa Fe	The Santa Fe New Mexican	23,283	Parade
NM	Albuquerque	The Albuquerque Journal	102000	American Profile
NM	Belen	Valencia County News-Bulletin	23000	American Profile
NM	Clovis	Clovis News Journal	5600	American Profile
NM	Gallup	The Gallup Independent	22000	American Profile
NM	Hobbs	Hobbs News Sun	10656	American Profile
NM	Las Alamos	Los Alamos Monitor	5582	American Profile
NM	Las Vegas	Las Vegas Optic	5074	American Profile
NM	Lovington	The Lovington Daily Leader	2040	American Profile
NM	Portales	Portales News Tribune	3200	American Profile
NM	Roswell	Roswell Daily Record	10940	American Profile
NM	Socorro	El Defensor Chieftain	3500	American Profile
NM	Tucumcari	Quay County Sun	3200	American Profile
NV	Elko	Elko Daily Free Press	6,599	USA Weekend
NV	Las Vegas	Review -Journal	183,357	USA Weekend
NV	Mesquite	Desert Valley Times	7,500	USA Weekend
NV	Reno	Gazette-Journal & Sunday Select	80,081	USA Weekend
NV	Carson City	Nevada Appeal	18,840	Parade
NV	Elko	Elko Daily Free Press	6,446	Parade
NV	Fallon	Standard	2,947	Parade
NV	Las Vegas	Las Vegas Review-Journal & Las Vegas Sun	203,736	Parade
NV	Sparks	Daily Sparks Tribune	2,750	Parade
NV	Battle Mountain	The Battle Mountain Bugle	3000	American Profile
NV	Carson City	Nevada Appeal	20480	American Profile
NV	Ely	Ely Times	3045	American Profile
NV	Fallon	Lahontan Valley News	4466	American Profile
NV	Gardnerville	The Record Courier	7252	American Profile
NV	Incline Village	North Lake Tahoe Bonanza	1542	American Profile
NV	Pahrump	Pahrump Valley Times	7960	American Profile
NV	Tonopah	Tonopah Times-Bonanza/Goldfield News	1542	American Profile
NV	Winnemucca	The Humboldt Sun	3576	American Profile
NY	Adirondack	Enterprise	4,311	USA Weekend
NY	Batavia	Daily News	12,850	USA Weekend
NY	Binghamton	Press & Sun-Bulletin	56,921	USA Weekend
NY	Catskill	Daily Mail	2,801	USA Weekend
NY	Dunkirk/Fredonia	Observer	9,310	USA Weekend
NY	Elmira	Star-Gazette	29,773	USA Weekend
NY	Glens Falls	Post-Star	31,805	USA Weekend
NY	Hudson	Register-Star	4,904	USA Weekend
NY	Ithaca	Journal	17,561	USA Weekend
NY	Jamestown	Post-Journal	17,132	USA Weekend
NY	Long Island	This Week	200,746	USA Weekend
NY	Long Island	Newsday	412,546	USA Weekend
NY	Medina	Journal-Register	2,276	USA Weekend
NY	New York City	Daily News	603,671	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
NY	Niagara Falls	Sunday Niagara	29,887	USA Weekend
NY	Olean	Times Herald	13,657	USA Weekend
NY	Oswego	Palladium-Times	5,331	USA Weekend
NY	Owego	Owego Pennysaver	19,100	USA Weekend
NY	Poughkeepsie	Journal	40,317	USA Weekend
NY	Rochester	Democrat and Chronicle	191,846	USA Weekend
NY	Saratoga Springs	Saratogian	8,057	USA Weekend
NY	Schenectady	Gazette	43,175	USA Weekend
NY	Troy	Record	12,411	USA Weekend
NY	Utica	Observer-Dispatch	44,515	USA Weekend
NY	Watertown	Times	27,603	USA Weekend
NY	White Plains	Journal News Group	301,231	USA Weekend
NY	Albany	Times Union	142,878	Parade
NY	Auburn	The Citizen	11,929	Parade
NY	Buffalo	The Buffalo News	248,016	Parade
NY	Canandaigua	Daily Messenger	11,097	Parade
NY	Corning	The Sunday Leader	10,693	Parade
NY	Geneva	Finger Lakes Sunday Times	17,457	Parade
NY	Glens Falls	Post-Star	32,394	Parade
NY	Gloversville	The Leader-Herald	10,857	Parade
NY	Hornell	The Spectator	9,200	Parade
NY	Kingston	Sunday Freeman	19,764	Parade
NY	Middletown	Times Herald-Record Sunday	76,553	Parade
NY	New York	New York Post	343,103	Parade
NY	Ogdensburg	Advance-News	9,468	Parade
NY	Oneida	The Oneida Daily Dispatch	6,675	Parade
NY	Oneonta	The Daily Star	14,131	Parade
NY	Plattsburgh	Press-Republican	20,095	Parade
NY	Staten Island	Staten Island Sunday Advance	58,222	Parade
NY	Staten Island/TMC	Staten Island Shore Editions	54,000	Parade
NY	Syracuse	The Post-Standard	147,536	Parade
NY	Batavia	The Daily News	17,500	American Profile
NY	Callicoon	Sullivan County Democrat	7,000	American Profile
NY	Catskill	Catskill Daily Mail	6,500	American Profile
NY	Dansville	Genesee Country Express	2,537	American Profile
NY	Geneseo	Livingston County News	5,335	American Profile
NY	Herkimer	The Evening Telegram	5,169	American Profile
NY	Hudson	Hudson Register-Star	6,000	American Profile
NY	Little Falls	The Evening Times	2,850	American Profile
NY	Lockport	Lockport Journal	11,000	American Profile
NY	Medina	The Journal Register	2,700	American Profile
NY	Niagara Falls	Niagara Gazette Sunday	18,000	American Profile
NY	North Tonawanda	Tonawanda News	7,000	American Profile
NY	Oneonta	The Daily Star	15,922	American Profile
NY	Oneonta	Cooperstown Crier	1,811	American Profile
NY	Oswego	The Palladium Times	6,322	American Profile
NY	Penn Yan	The Chronicle-Express	3,857	American Profile
NY	Plattsburgh	Press-Republican	22,328	American Profile
NY	Wappingers Falls	Southern Dutchess News	8,310	American Profile
NY	Watertown	Watertown Daily Times	23,800	American Profile
OH	Ashtabula	Star Beacon	16,770	USA Weekend
OH	Athens	Messenger	10,787	USA Weekend
OH	Beavercreek/Xenia/Fairborn	Gazette-Current-News Current	7,412	USA Weekend
OH	Bowling Green	Sentinel-Tribune	10,337	USA Weekend
OH	Bryan	Times	9,579	USA Weekend
OH	Bucyrus	Telegraph-Forum	5,460	USA Weekend
OH	Chillicothe	Gazette	12,625	USA Weekend
OH	Cincinnati	Enquirer & Sunday Select	294,135	USA Weekend
OH	Circleville	Herald	6,439	USA Weekend
OH	Columbus	Dispatch	331,304	USA Weekend
OH	Coshocton	Tribune	5,937	USA Weekend
OH	Findlay	Courier	20,172	USA Weekend
OH	Fostoria	Review-Times	3,446	USA Weekend
OH	Fremont	News-Messenger	10,474	USA Weekend
OH	Gallipolis/Point Pleasant	Times-Sentinel (OH)	9,068	USA Weekend
OH	Gallipolis/Point Pleasant	Register (WV)	4,400	USA Weekend
OH	Greenville	Advocate	5,600	USA Weekend
OH	Hillsboro	Times-Gazette	4,074	USA Weekend
OH	Jackson	Jackson County Times-Journal	5,500	USA Weekend
OH	Kent/Ravenna	Record-Courier	17,188	USA Weekend
OH	Lancaster	Eagle-Gazette	11,747	USA Weekend
OH	Lewis Center	This Week Community Newspapers	328,718	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
OH	Lisbon	Morning Journal	10,558	USA Weekend
OH	Logan	News	3,936	USA Weekend
OH	Lorain	Journal	24,667	USA Weekend
OH	Mansfield	News Journal	26,721	USA Weekend
OH	Marietta	Times	11,296	USA Weekend
OH	Marion	Star	10,991	USA Weekend
OH	Martins Ferry/Belmont County	Times Leader	17,629	USA Weekend
OH	Medina	Gazette	14,393	USA Weekend
OH	Miami Valley	Sunday News	8,539	USA Weekend
OH	Napoleon	Northwest Signal	4,454	USA Weekend
OH	Newark	Advocate	17,799	USA Weekend
OH	Norwalk	Reflector	8,480	USA Weekend
OH	Piqua	Call	5,993	USA Weekend
OH	Port Clinton	News-Herald	4,425	USA Weekend
OH	Sandusky	Register	19,777	USA Weekend
OH	Sidney	News	11,567	USA Weekend
OH	Steubenville/Weirton	Herald-Star	20,776	USA Weekend
OH	Tiffin	Advertiser-Tribune	9,401	USA Weekend
OH	Urbana	Citizen	5,616	USA Weekend
OH	Van Wert	Times-Bulletin	5,500	USA Weekend
OH	Warren	Tribune Chronicle	33,387	USA Weekend
OH	Washington Court House	Record-Herald	5,200	USA Weekend
OH	Waverly	The News Watchman	3,713	USA Weekend
OH	Willoughby	Lake County News-Herald	41,733	USA Weekend
OH	Wilmington	News-Journal	6,754	USA Weekend
OH	Zanesville	Times Recorder	16,562	USA Weekend
OH	Akron	Akron Beacon Journal	137,655	Parade
OH	Ashland	Ashland Times-Gazette	10,966	Parade
OH	Cambridge	The Sunday Jeffersonian	12,009	Parade
OH	Canton	The Repository	73,310	Parade
OH	Cleveland	The Plain Dealer	390,371	Parade
OH	Cleveland/TMC	Plain Dealer Wrap-Up	60,000	Parade
OH	Columbus	Suburban News Publications	130,675	Parade
OH	Dayton	Cox Ohio Southwest Group	88,664	Parade
OH	Dayton	Dayton Daily News	146,938	Parade
OH	Defiance	The Crescent-News	17,934	Parade
OH	Dover/New Philadelphia	The Times Reporter	19,687	Parade
OH	East Liverpool	Sunday Review	7,254	Parade
OH	Elyria	The Chronicle-Telegram	24,233	Parade
OH	Hamilton	Journal News	20,883	Parade
OH	Ironton	Ironton Tribune	7,958	Parade
OH	Lima	The Lima News	37,677	Parade
OH	Middletown	The Middletown Journal	17,524	Parade
OH	Portsmouth	Portsmouth Daily Times	10,754	Parade
OH	Salem	Salem News	5,015	Parade
OH	Springfield	Springfield News-Sun	28,937	Parade
OH	Toledo	The Blade	133,847	Parade
OH	Wooster	The Daily Record	22,728	Parade
OH	Youngstown	The Vindicator	67,454	Parade
OH	Ada	Ada Herald	2879	American Profile
OH	Akron	The Suburbanite	33800	American Profile
OH	Alliance	Review	12000	American Profile
OH	Ashland	Ashland County Times	14209	American Profile
OH	Ashtabula	Star Beacon	17225	American Profile
OH	Athens	Vinton County Courier	2500	American Profile
OH	Athens	The Athens Messenger	11729	American Profile
OH	Batavia	Clermont Sun	1542	American Profile
OH	Bellevue	Gazette Publishing Company	5472	American Profile
OH	Bryan	The Bryan Times	10547	American Profile
OH	Carey	Mohawk Leader	1681	American Profile
OH	Carey	The Progressor Times	2000	American Profile
OH	Circleville	The Herald	6500	American Profile
OH	Defiance	Crescent-News	18500	American Profile
OH	Delaware	Brown Publishing Co. - Marysville	8119	American Profile
OH	Delphos	The Daily Herald	3400	American Profile
OH	Eaton	The Register-Herald	6700	American Profile
OH	Elyria	The Chronicle Telegram	25372	American Profile
OH	Galion	The Galion Inquirer	3045	American Profile
OH	Georgetown	Georgetown News Democrat	3885	American Profile
OH	Greenville	The Daily Advocate	6500	American Profile
OH	Hillsboro	Hillsboro Times-Gazette	5000	American Profile
OH	Jackson	The Jackson County Times-Journal	6000	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
OH	Kenton	The Kenton Times	6698	American Profile
OH	Logan	Logan Daily News	5000	American Profile
OH	London	Brown Publishing Co. - London	5074	American Profile
OH	Marysville	Marysville Journal -Tribune	6000	American Profile
OH	Marysville	Richwood Gazette	2000	American Profile
OH	Massillon	The Independent	13700	American Profile
OH	Medina	The Medina County Gazette	16238	American Profile
OH	Millersburg	The Holmes County Hub	2338	American Profile
OH	Mount Gilead	The Mount Gilead Weeklies	8221	American Profile
OH	Napoleon	Northwest Signal	4567	American Profile
OH	New Lexington	Perry County Tribune	4000	American Profile
OH	Norwalk	Norwalk Reflector	9743	American Profile
OH	Ottawa	Putnam County Sentinel	7358	American Profile
OH	Piqua	Piqua Daily Call	6300	American Profile
OH	Sandusky	Sandusky Register	24358	American Profile
OH	Sidney	The Sidney Daily News	12937	American Profile
OH	Troy	Troy Daily News	10000	American Profile
OH	Upper Sandusky	The Daily Chief-Union (Upper Sandusky)	4466	American Profile
OH	Urbana	Urbana Daily Citizen	6400	American Profile
OH	Van Wert	Times-Bulletin	5500	American Profile
OH	Wapakoneta	Wapakoneta Daily News	3000	American Profile
OH	Washington Court House	Record Herald	6000	American Profile
OH	Wauseon	Fulton County Expositor	4750	American Profile
OH	Waverly	The News Watchman	4300	American Profile
OH	West Union	People's Defender	8400	American Profile
OH	Wheelersburg	The Scioto Voice	2500	American Profile
OH	Wilmington	Wilmington News Journal	7000	American Profile
OH	Wooster	Daily Record	22328	American Profile
OH	Xenia	Beavercreek News Current	1000	American Profile
OH	Xenia	Fairborn Daily Herald	3300	American Profile
OH	Xenia	The Xenia Daily Gazette	6000	American Profile
OK	Ada	Evening News	7,274	USA Weekend
OK	Altus	Times	3,936	USA Weekend
OK	Ardmore	The Sunday Ardmoreite	10,686	USA Weekend
OK	Bartlesville	Examiner-Enterprise	11,534	USA Weekend
OK	Chickasha	Star	4,080	USA Weekend
OK	Claremore	Daily Progress	6,402	USA Weekend
OK	Duncan	The Duncan Banner	6,877	USA Weekend
OK	Durant	Democrat	6,000	USA Weekend
OK	Edmond	The Edmond Sun	3,399	USA Weekend
OK	Enid	News & Eagle	16,568	USA Weekend
OK	Lawton	Sunday Constitution	23,303	USA Weekend
OK	McAlester	News-Capitol	8,043	USA Weekend
OK	Muskogee	Phoenix & Times Democrat	14,826	USA Weekend
OK	Norman	Transcript	12,575	USA Weekend
OK	Pauls Valley	Daily Democrat	2,510	USA Weekend
OK	Pryor	The Daily Times	3,845	USA Weekend
OK	Shawnee	News-Star	8,890	USA Weekend
OK	Stillwater	News-Press	8,577	USA Weekend
OK	Tahlequah	Tahlequah Daily Press	8,262	USA Weekend
OK	Tulsa	World	143,856	USA Weekend
OK	Woodward	News	3,678	USA Weekend
OK	Oklahoma City	The Oklahoman	205,183	Parade
OK	Oklahoma City/TMC	Buyer's Edge	201,042	Parade
OK	Tulsa	Tulsa World	143,856	Parade
OK	Altus	Altus Times	4000	American Profile
OK	Ardmore	The Daily Ardmoreite	10149	American Profile
OK	Bartlesville	Bartlesville Examiner-Enterprise	10447	American Profile
OK	Blackwell	Blackwell Journal Tribune	2639	American Profile
OK	Checotah	McIntosh County Democrat	1841	American Profile
OK	Chickasha	Express-Star	5785	American Profile
OK	Claremore	Daily Progress	7104	American Profile
OK	Cleveland	Cleveland American	2537	American Profile
OK	Duncan	The Duncan Banner	8150	American Profile
OK	Durant	Durant Daily Democrat	6800	American Profile
OK	Edmond	The Edmond Sun	6467	American Profile
OK	Eufaula	Indian Journal	2639	American Profile
OK	Fairland	The American	1700	American Profile
OK	Fort Gibson	Fort Gibson Times	1045	American Profile
OK	Frederick	Frederick Leader	1045	American Profile
OK	Grove	The Grove Sun	2500	American Profile
OK	Guthrie	Guthrie News Leader	2935	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
OK	Guymon	Guymon Daily Herald	2537	American Profile
OK	Idabel	McCurtain Daily Gazette	7650	American Profile
OK	Jay	Delaware County Journal	2000	American Profile
OK	Mangum	The Mangum Star News	1542	American Profile
OK	Miami	Miami News-Record	5500	American Profile
OK	Mustang	Mustang Times	6000	American Profile
OK	Nowata	The Nowata Star	2500	American Profile
OK	Okmulgee	Okmulgee County	6965	American Profile
OK	Pauls Valley	Pauls Valley Daily Democrat	4060	American Profile
OK	Perkins	The Perkins Journal	3451	American Profile
OK	Poteau	Poteau Daily News	5000	American Profile
OK	Pryor	The Daily Times	5000	American Profile
OK	Sapulpa	Sapulpa Daily Herald	5970	American Profile
OK	Shawnee	Shawnee News-Star	10352	American Profile
OK	Stilwell	Stilwell Democrat Journal	4500	American Profile
OK	Tahlequah	Tahlequah Daily Press	5472	American Profile
OK	Vinita	Vinita Daily Journal	3000	American Profile
OK	Westville	Westville Reporter	1589	American Profile
OK	Woodward	Woodward News	4975	American Profile
OR	Albany/Corvallis	Democrat-Herald-Gazette-Times	27,071	USA Weekend
OR	Grant's Pass	Courier	16,700	USA Weekend
OR	Salem	Statesman-Journal	49,355	USA Weekend
OR	Albany	Times	27,071	Parade
OR	Bend	The Bulletin	32,305	Parade
OR	Coos Bay	The World	11,944	Parade
OR	Eugene	The Register-Guard	64,979	Parade
OR	Klamath Falls	Herald and News	15,167	Parade
OR	Medford	Mail Tribune	27,580	Parade
OR	Ontario	Argus Observer	6,142	Parade
OR	Pendleton	East Oregonian	8,073	Parade
OR	Portland	The Sunday Oregonian	300,848	Parade
OR	Roseburg	The News-Review	18,178	Parade
OR	Baker City	Baker City Herald	3650	American Profile
OR	Brookings	Curry Coastal Pilot	7200	American Profile
OR	Burns	Burns Times-Herald	3045	American Profile
OR	Enterprise	Wallowa County Chieftain	2842	American Profile
OR	Hermiston	The Hermiston Herald	3880	American Profile
OR	Hood River	Hood River News	5074	American Profile
OR	John Day	Blue Mountain Eagle	3045	American Profile
OR	Keizer	Keizer Times	3248	American Profile
OR	Klamath Falls	Herald & News	17253	American Profile
OR	La Grande	The Observer	6400	American Profile
OR	Madras	The Madras Pioneer	4179	American Profile
OR	Medford	Ashland Daily Tidings	3975	American Profile
OR	Medford	Mail Tribune	24701	American Profile
OR	Myrtle Creek	The Douglas County Mail	2239	American Profile
OR	Newberg	The Graphic	4060	American Profile
OR	Pendleton	East Oregonian	9134	American Profile
OR	Prineville	Central Oregonian	4428	American Profile
OR	Roseburg	The News Review	18905	American Profile
OR	The Dalles	The Dalles Daily Chronicle	5886	American Profile
OR	Woodburn	Woodburn Independent/Canby	7800	American Profile
PA	Altoona	Mirror	37,368	USA Weekend
PA	Bloomsburg	Press-Enterprise	21,043	USA Weekend
PA	Bradford	Era	10,243	USA Weekend
PA	Butler	Eagle	28,441	USA Weekend
PA	Carlisle	Sentinel	14,621	USA Weekend
PA	Chambersburg	Public Opinion	17,768	USA Weekend
PA	Clearfield	Progress	10,866	USA Weekend
PA	Danville	News	2,000	USA Weekend
PA	Greensburg	Tribune-Review	193,507	USA Weekend
PA	Hanover	Sun	21,378	USA Weekend
PA	Indiana	Gazette	14,674	USA Weekend
PA	Lebanon	News	19,799	USA Weekend
PA	Lehighton	Times News	13,530	USA Weekend
PA	Lewistown	Sentinel	12,437	USA Weekend
PA	Lock Haven	Express	9,405	USA Weekend
PA	McKeesport/Duquesne/Clairton	News	13,408	USA Weekend
PA	Meadville	Tribune	12,312	USA Weekend
PA	New Castle	News	15,866	USA Weekend
PA	Vandegrift	Valley News Dispatch	28,755	USA Weekend
PA	Norristown/Lansdale	Times Herald	21,588	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
PA	Philadelphia	Daily News	99,103	USA Weekend
PA	Phoenixville	Phoenix	7,000	USA Weekend
PA	Pottstown	Mercury	20,713	USA Weekend
PA	Pottsville	Republican Herald	26,502	USA Weekend
PA	Pottsville	News-Item	9,057	USA Weekend
PA	Primos	Delaware County Times	35,059	USA Weekend
PA	Scranton	Times-Tribune	66,930	USA Weekend
PA	Somerset	Daily American	12,587	USA Weekend
PA	Towanda	Sunday Review	8,612	USA Weekend
PA	Warren	Times-Observer	9,490	USA Weekend
PA	Washington	Observer-Reporter	34,310	USA Weekend
PA	West Chester	Local News	22,988	USA Weekend
PA	Wilkes-Barre	Sunday Voice	47,274	USA Weekend
PA	York	Sunday News	86,520	USA Weekend
PA	Allentown	The Morning Call	124,040	Parade
PA	Allentown Select	Allentown Morning Call Sunday Select	8,700	Parade
PA	Beaver	Beaver County Times	39,917	Parade
PA	Carlisle	The Sentinel	14,621	Parade
PA	Doylestown	The Intelligencer	39,583	Parade
PA	Du Bois	Tri-County Sunday	14,662	Parade
PA	Easton	The Express-Times	43,160	Parade
PA	Erie	Erie Times-News	73,417	Parade
PA	Gettysburg	Gettysburg Times	8,748	Parade
PA	Harrisburg	Sunday Patriot-News	124,013	Parade
PA	Johnstown	The Tribune-Democrat	38,299	Parade
PA	Lancaster	Sunday News	96,133	Parade
PA	Levittown/Bristol	Bucks County Courier Times	53,194	Parade
PA	Oil City/Franklin	The Derrick/The News-Herald	22,232	Parade
PA	Philadelphia	The Philadelphia Inquirer	499,140	Parade
PA	Pittsburgh	Pittsburgh Post-Gazette	299,137	Parade
PA	Reading	Reading Eagle	75,400	Parade
PA	Sayre	Morning Times	5,297	Parade
PA	Sharon	The Herald	18,221	Parade
PA	State College	Centre Daily Times	28,331	Parade
PA	Stroudsburg	Pocono Record	20,975	Parade
PA	Sunbury	The Daily Item	24,138	Parade
PA	Uniontown	Herald-Standard	23,315	Parade
PA	Wilkes Barre	The Times Leader	52,736	Parade
PA	Williamsport	Williamsport Sun-Gazette	30,719	Parade
PA	Allentown	Northwestern Press	4000	American Profile
PA	Allentown	Whitehall-Coplay Press	5000	American Profile
PA	Allentown	Parkland Press	5000	American Profile
PA	Allentown	East Penn Press	6500	American Profile
PA	Bedford	Bedford Gazette	9421	American Profile
PA	Bloomsburg	Press Enterprise	23850	American Profile
PA	Carlisle	The Sentinel	16847	American Profile
PA	Corry	Corry Evening Journal	3755	American Profile
PA	Greencastle	The Echo-Pilot	2537	American Profile
PA	Greenville	The Record-Argus	4669	American Profile
PA	Hazleton	Hazleton Standard-Speaker	22000	American Profile
PA	Hellertown	The Valley Voice	1443	American Profile
PA	Honesdale	The Wayne Independent	4060	American Profile
PA	Huntingdon	The Daily News	10000	American Profile
PA	Kane	The Kane Republican	2040	American Profile
PA	Latrobe	The Latrobe Bulletin	7510	American Profile
PA	Lehighton	Times News	16500	American Profile
PA	Lehighton	Salisbury Press	4000	American Profile
PA	Milton	Lewisburg Daily Journal	1000	American Profile
PA	Milton	The Standard Journal	2600	American Profile
PA	Montrose	(The Susquehanna County) Independent	3755	American Profile
PA	Newville	Valley Times-Star	3349	American Profile
PA	Oil City	Derrick Publishing Co.	23880	American Profile
PA	Pittsburgh	Tribune Total Media	226500	American Profile
PA	Pottsville	Republican & Herald	29400	American Profile
PA	Punxsutawney	The Spirit	5200	American Profile
PA	Ridgway	The Ridgway Record	3146	American Profile
PA	Sayre	Morning Times	6100	American Profile
PA	Scranton	The Scranton Times	54000	American Profile
PA	Shamokin	The News-Item	10600	American Profile
PA	Shippensburg	The News-Chronicle	4770	American Profile
PA	St. Mary's	The Daily Press	4973	American Profile
PA	Stroudsburg	The Pocono Record	20805	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
PA	Sunbury	The Daily Item	24200	American Profile
PA	Towanda	The Daily Review	9540	American Profile
PA	Tunkhannock	The New Age-Examiner	5886	American Profile
PA	Tyrone	The Daily Herald	2000	American Profile
PA	Washington	Observer-Reporter	36500	American Profile
PA	Waynesboro	The Record Herald	9642	American Profile
PA	White Haven	The Journal-Herald	1000	American Profile
PA	Wilkes-Barre	The Citizens' Voice	36536	American Profile
PA	Wyalusing	Rocket-Courier	4060	American Profile
RI	Kent County	Times	2,483	USA Weekend
RI	Newport	The Daily News	10,918	USA Weekend
RI	Pawtucket/Central Falls	Times	7,958	USA Weekend
RI	Westerly	Sun	7,888	USA Weekend
RI	Woonsocket	Call	10,923	USA Weekend
RI	Providence	The Providence Sunday Journal	154,300	Parade
RI	Providence/TMC	Providence Journal-Bulletin	20,000	Parade
RI	Warwick	Cranston Herald	4060	American Profile
RI	Warwick	Warwick Beacon	10859	American Profile
RI	Westerly	The Westerly Sun	10149	American Profile
SC	Aiken	Standard	16,141	USA Weekend
SC	Bluffton	Today	5,908	USA Weekend
SC	Florence	Morning News	31,367	USA Weekend
SC	Georgetown	Times	8,021	USA Weekend
SC	Goose Creek	Gazette	13,000	USA Weekend
SC	Greenville	News & Sunday Select	115,795	USA Weekend
SC	Lancaster	The Lancaster News	12,864	USA Weekend
SC	Newberry	The Newberry Observer	4,927	USA Weekend
SC	Orangeburg	Times and Democrat	14,474	USA Weekend
SC	Summerville	The Journal Scene	4,554	USA Weekend
SC	Union	The Union Daily Times	5,014	USA Weekend
SC	Anderson	Anderson Independent-Mail	30,140	Parade
SC	Beaufort	The Beaufort Gazette	10,038	Parade
SC	Charleston	The Post And Courier	94,940	Parade
SC	Columbia	The State	109,014	Parade
SC	Columbia/TMC	The State Sunday Select	16,666	Parade
SC	Greenville	Greenville Journal	40,135	Parade
SC	Greenwood	The Index-Journal	14,267	Parade
SC	Hilton Head Island	The Island Packet	19,557	Parade
SC	Myrtle Beach	The Sun News	53,535	Parade
SC	Orangeburg	The Times & Democrat	14,474	Parade
SC	Rock Hill	The Herald	27,419	Parade
SC	Spartanburg	Herald-Journal	45,335	Parade
SC	Sumter	The Item	16,535	Parade
SC	Barnwell	The People-Sentinel	6000	American Profile
SC	Bennettsville	Marlboro Herald - Advocate	7104	American Profile
SC	Bluffton	Bluffton Today	7500	American Profile
SC	Edgefield	The Citizen News	2500	American Profile
SC	Hampton	Hampton County Guardian	4990	American Profile
SC	Hartsville	The Messenger	4500	American Profile
SC	Lancaster	The Lancaster News	13930	American Profile
SC	Newberry	The Newberry Observer & Herald & News	5000	American Profile
SC	Orangeburg	The Times and Democrat	16089	American Profile
SC	Pickens	The Pickens Sentinel	4600	American Profile
SC	Ridgeland	Jasper County Sun Times	1324	American Profile
SC	Seneca	The Daily Messenger	1940	American Profile
SC	Seneca	The Daily Journal	7060	American Profile
SC	Sumter	Clarendon Sun	7500	American Profile
SC	Union	The Union Daily Times	6495	American Profile
SC	Winnsboro	The Herald Independent	3000	American Profile
SD	Sioux Falls	Argus Leader	60,943	USA Weekend
SD	Yankton	Press & Dakotan	8,008	USA Weekend
SD	Aberdeen	American News	15,777	Parade
SD	Deadwood	Lawrence County Journal	2,000	Parade
SD	Huron	Plainsman	5,740	Parade
SD	Mitchell	The Daily Republic	11,638	Parade
SD	Rapid City	Rapid City Journal	31,004	Parade
SD	Watertown	Watertown Public Opinion	12,558	Parade
SD	Aberdeen	American News	16250	American Profile
SD	Armour	Armour Chronicle	865	American Profile
SD	Belle Fourche	Belle Fourche Bee/Post	1600	American Profile
SD	Brookings	Brookings Register	5074	American Profile
SD	Chamberlain	Central Dakota Times	2438	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
SD	Corsica	The Delmont Record	230	American Profile
SD	Corsica	Corsica Globe	895	American Profile
SD	Deadwood	The Lawrence County Journal	1900	American Profile
SD	Elk Point	Leader-Courier	1400	American Profile
SD	Hot Springs	Hot Springs Star	1200	American Profile
SD	Newell	Butte County Valley Irrigator	1800	American Profile
SD	Parker	The New Era	1121	American Profile
SD	Spearfish	Black Hills Pioneer	3451	American Profile
SD	Sturgis	Meade County Times Tribune	2000	American Profile
SD	White Lake	The Stickney Argus	872	American Profile
SD	White Lake	Aurora County Standard	873	American Profile
SD	Yankton	Daily Press and Dakotan	8557	American Profile
TN	Athens	Post-Athenian	10,466	USA Weekend
TN	Clarksville	Leaf-Chronicle	20,840	USA Weekend
TN	Cleveland	Banner	15,072	USA Weekend
TN	Columbia	Herald	12,383	USA Weekend
TN	Crossville	Chronicle	8,500	USA Weekend
TN	Elizabethton	Elizabethton Star	10,081	USA Weekend
TN	Greeneville	The Greeneville Sun	14,763	USA Weekend
TN	Jackson	Sun	34,079	USA Weekend
TN	Kingsport	Times-News	42,917	USA Weekend
TN	Lebanon	Democrat	8,200	USA Weekend
TN	Maryville/Alcoa	Times	19,046	USA Weekend
TN	Murfreesboro	News Journal	17,560	USA Weekend
TN	Nashville	Tennessean & Sunday Select	223,773	USA Weekend
TN	Newport	Plain Talk	7,179	USA Weekend
TN	Oak Ridge	Oak Ridger	7,219	USA Weekend
TN	Sevierville	Mountain Press	8,133	USA Weekend
TN	Chattanooga	Chattanooga Times Free Press	95,888	Parade
TN	Cookeville	Herald-Citizen	12,139	Parade
TN	Dyersburg	The State Gazette	5,652	Parade
TN	Johnson City	Johnson City Press	29,306	Parade
TN	Knoxville	Knoxville News Sentinel	120,766	Parade
TN	Memphis	The Commercial Appeal	172,112	Parade
TN	Morristown	Citizen Tribune	23,603	Parade
TN	Murfreesboro	The Murfreesboro Post	30,500	Parade
TN	Shelbyville	Shelbyville Times-Gazette	6,920	Parade
TN	Tullahoma	The Sunday News	10,400	Parade
TN	Bolivar	Bolivar Bulletin-Times	1878	American Profile
TN	Brownsville	Brownsville States-Graphic	3300	American Profile
TN	Camden	Carroll County News-Leader	4300	American Profile
TN	Camden	The Camden Chronicle	4000	American Profile
TN	Cleveland	Cleveland Daily Banner	16238	American Profile
TN	Collierville	The Collierville Herald	4600	American Profile
TN	Covington	The Leader	5500	American Profile
TN	Crossville	Crossville Chronicle	7242	American Profile
TN	Dayton	The Herald - News	5683	American Profile
TN	Dyer	The Tri-City Reporter	2000	American Profile
TN	Dyersburg	The State Gazette	6089	American Profile
TN	Elizabethton	Elizabethton Star	9000	American Profile
TN	Erwin	The Erwin Record	5074	American Profile
TN	Fayetteville	Observer & News	6950	American Profile
TN	Fayetteville	Elk Valley Times	6950	American Profile
TN	Franklin	The Williamson Herald	8500	American Profile
TN	Greeneville	The Greeneville Sun	13300	American Profile
TN	Henderson	Chester County Independent	4567	American Profile
TN	Humboldt	Humboldt Chronicle	2771	American Profile
TN	Jamestown	Fentress Courier	5074	American Profile
TN	Jefferson City	The Standard Banner	6965	American Profile
TN	Jonesborough	Herald & Tribune	4400	American Profile
TN	Lafayette	Macon County Times	4400	American Profile
TN	Lebanon	The Wilson Post	9134	American Profile
TN	Lenoir City	The News-Herald	5836	American Profile
TN	Maryville	The Daily Times	20500	American Profile
TN	McMinnville	Southern Standard	9950	American Profile
TN	Mt. Juliet	The Mt. Juliet News	2786	American Profile
TN	Oak Ridge	The Oak Ridger	8119	American Profile
TN	Oneida	Independent Herald	5074	American Profile
TN	Parsons	The News Leader	3552	American Profile
TN	Pulaski	The Pulaski Citizen	7500	American Profile
TN	Selmer	Independent Appeal	7104	American Profile
TN	Sevierville	The Mountain Press	9300	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
TN	Shelbyville	Shelbyville Times Gazette	10945	American Profile
TN	Smithville	Smithville Review	3500	American Profile
TN	Sweetwater	The Advocate & Democrat	5300	American Profile
TN	Tazewell	Claiborne Progress	5000	American Profile
TN	Tullahoma	The Sunday News	10356	American Profile
TN	Waynesboro	The Wayne County News	5000	American Profile
TN	Woodbury	Cannon Courier	3600	American Profile
TX	Amarillo	Globe-News	51,822	USA Weekend
TX	Athens	Daily Review	4,200	USA Weekend
TX	Baytown	The Sun	7,815	USA Weekend
TX	Bryan/College Station	Eagle	24,031	USA Weekend
TX	Cleburne	Times-Review	6,443	USA Weekend
TX	Clute	Brazosport Facts	15,948	USA Weekend
TX	Corsicana	Sun	5,114	USA Weekend
TX	Denton	Record Chronicle	14,357	USA Weekend
TX	El Paso	Times	82,122	USA Weekend
TX	Gainesville	Daily Register	4,968	USA Weekend
TX	Galveston County	News	25,366	USA Weekend
TX	Greenville	Herald-Banner	9,100	USA Weekend
TX	Houston	East Texas Community Newspapers	12,737	USA Weekend
TX	Houston	Houston Neighbor Newspapers	381,671	USA Weekend
TX	Huntsville	Item	6,076	USA Weekend
TX	Irving	Rambler	3,540	USA Weekend
TX	Jacksonville	Daily Progress	3,900	USA Weekend
TX	Killeen	Herald	22,616	USA Weekend
TX	Laredo/Zapata	Morning Times	21,026	USA Weekend
TX	Lubbock	Avalanche-Journal	53,518	USA Weekend
TX	Lufkin	Daily News	13,732	USA Weekend
TX	McAllen	Monitor	39,120	USA Weekend
TX	McKinney	Courier-Gazette	26,015	USA Weekend
TX	Mineral Wells	Mineral Wells Index	2,792	USA Weekend
TX	Nacogdoches	The Daily Sentinel	8,061	USA Weekend
TX	New Braunfels	Herald-Zeitung	8,869	USA Weekend
TX	Orange	Leader	4,068	USA Weekend
TX	Palestine	Herald - Press	6,700	USA Weekend
TX	Plano	Star Community Newspapers	154,503	USA Weekend
TX	Plano	Star Courier	4,779	USA Weekend
TX	Port Arthur	News	11,244	USA Weekend
TX	San Marcos	Daily Record	5,500	USA Weekend
TX	Seguin	Seguin Gazette-Enterprise	4,992	USA Weekend
TX	Sherman/Denison	Herald Democrat	21,522	USA Weekend
TX	Texarkana	Gazette	31,222	USA Weekend
TX	Weatherford	The Democrat	5,098	USA Weekend
TX	Abilene	Abilene Reporter-News	34,864	Parade
TX	Austin	Austin American-Statesman	173,404	Parade
TX	Beaumont	The Beaumont Enterprise	36,124	Parade
TX	Brownsville	The Herald	16,979	Parade
TX	Brownwood	Brownwood Bulletin	6,661	Parade
TX	Corpus Christi	Corpus Christi Caller-Times	65,413	Parade
TX	Dallas	The Dallas Morning News	388,432	Parade
TX	Dallas/AI Dia	AI Dia	124,000	Parade
TX	Dallas/Briefing	Briefing	200,000	Parade
TX	Del Rio	Del Rio News-Herald	5,054	Parade
TX	El Paso	El Diario de El Paso	6,930	Parade
TX	Fort Worth	Star-Telegram	252,416	Parade
TX	Harlingen	Valley Morning Star	18,215	Parade
TX	Houston	Houston Chronicle	547,387	Parade
TX	Houston/SMC	Neighborhood News	315,000	Parade
TX	Kerrville	Kerrville Daily Times	9,065	Parade
TX	Longview	Longview News-Journal	29,797	Parade
TX	Marshall	The Marshall News Messenger	6,391	Parade
TX	McAllen	Monitor	39,476	Parade
TX	Midland	Reporter-Telegram	20,716	Parade
TX	Odessa	Odessa American	19,289	Parade
TX	Paris	The Paris News	9,407	Parade
TX	Plainview	Plainview Daily Herald	4,995	Parade
TX	San Angelo	Standard-Times	24,334	Parade
TX	San Antonio	San Antonio Express-News	256,871	Parade
TX	Temple	Temple Daily Telegram	21,117	Parade
TX	Tyler	Tyler Courier-Times-Telegraph	35,605	Parade
TX	Victoria	Victoria Advocate	31,990	Parade
TX	Waco	Waco Tribune-Herald	37,948	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
TX	Weslaco	Mid Valley Town Crier	21,750	Parade
TX	Wichita Falls	Times Record News	26,985	Parade
TX	Alice	Alice Echo News-Journal	4567	American Profile
TX	Alvin	Alvin Sun	1000	American Profile
TX	Andrews	Andrews County News	2842	American Profile
TX	Athens	Athens Daily Review	5200	American Profile
TX	Austin	Lake Travis View	4050	American Profile
TX	Austin	Westlake Picayune	3400	American Profile
TX	Bastrop	Bastrop Advertiser	5700	American Profile
TX	Bay City	The Bay City Tribune	5074	American Profile
TX	Baytown	Baytown Sun	9384	American Profile
TX	Big Spring	Big Spring Herald	5174	American Profile
TX	Borger	Borger News-Herald	5074	American Profile
TX	Bowie	The Bowie News	1393	American Profile
TX	Breckenridge	Breckenridge American	1990	American Profile
TX	Brenham	The Banner - Press	6597	American Profile
TX	Brownfield	Brownfield News	2700	American Profile
TX	Brownwood	Brownwood Bulletin	7500	American Profile
TX	Bryan	Bryan-College Station Eagle	25372	American Profile
TX	Buffalo	The Buffalo Press	2588	American Profile
TX	Burelson	Joshua Star	687	American Profile
TX	Burelson	Kenne Star	569	American Profile
TX	Burelson	Everman Star	289	American Profile
TX	Burelson	Alvarado Star	308	American Profile
TX	Burelson	Crowley Star	745	American Profile
TX	Burelson	Burleson Star	3272	American Profile
TX	Canyon	The Canyon News	4000	American Profile
TX	Center	Light and Champion	4060	American Profile
TX	Childress	The Childress Index	2100	American Profile
TX	Clarksville	Clarksville Times	3248	American Profile
TX	Cleburne	Cleburne Times-Review	5000	American Profile
TX	Clifton	Clifton Record	2900	American Profile
TX	Comfort	The Comfort News	1244	American Profile
TX	Corrigan	Corrigan Times	1194	American Profile
TX	Crockett	Houston County Courier	5176	American Profile
TX	Cuero	Yorktown News	1900	American Profile
TX	Cuero	Cuero Record	3200	American Profile
TX	Decatur	Wise County Messenger	6000	American Profile
TX	Denton	Denton Record-Chronicle	14280	American Profile
TX	Edinburg	Edinburg Review	20000	American Profile
TX	Edna	Jackson County Herald Tribune	3,600	American Profile
TX	El Campo	El Campo Leader - News	5200	American Profile
TX	Eldorado	The Eldorado Success	2288	American Profile
TX	Emory	Rains County Leader	3146	American Profile
TX	Floresville	Wilson County News	11000	American Profile
TX	Fredericksburg	Fredericksburg Standard-Radio Post	9600	American Profile
TX	Freer	The Freer Press	1542	American Profile
TX	Gainesville	Gainesville Daily Register	6300	American Profile
TX	Galveston	Galveston County Daily News	24500	American Profile
TX	Gatesville	Star-Forum	1060	American Profile
TX	Gatesville	The Gatesville Messenger	3000	American Profile
TX	Gilmer	The Gilmer Mirror	5074	American Profile
TX	Glen Rose	Glen Rose Reporter	2000	American Profile
TX	Graford	Lake Country Sun	1100	American Profile
TX	Graham	The Graham Leader	4336	American Profile
TX	Granbury	Hood County News	10149	American Profile
TX	Greenville	Greenville Herald-Banner	7800	American Profile
TX	Groveton	Groveton News	1940	American Profile
TX	Hearne	Calvert Tribune	1300	American Profile
TX	Hearne	Franklin Advocate	1300	American Profile
TX	Hearne	Hearne Democrat	2000	American Profile
TX	Hemphill	Sabine County Reporter	3045	American Profile
TX	Henderson	Henderson Daily News	6219	American Profile
TX	Hereford	Hereford Brand	2639	American Profile
TX	Huntsville	The Huntsville Item	6089	American Profile
TX	Ingram	West Kerr Current	1940	American Profile
TX	Iowa Park	Iowa Park Leader	2400	American Profile
TX	Jacksboro	Jack County Herald	1050	American Profile
TX	Jacksonville	Jacksonville Daily Progress	3800	American Profile
TX	Jonestown	Cedar Park Citizen	14350	American Profile
TX	Jonestown	Leander Ledger	8700	American Profile
TX	Junction	The Junction Eagle	1800	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
TX	Karnes	The Countywide	3500	American Profile
TX	Katy	The Katy Times	7612	American Profile
TX	Kaufman	Kaufman Herald	4364	American Profile
TX	Kerrville	Kerrville Daily Times	9540	American Profile
TX	Kilgore	Kilgore News Herald	3400	American Profile
TX	Kingsville	Kingsville Record	6089	American Profile
TX	Lamesa	Lamesa Press-Reporter	3383	American Profile
TX	LaPorte	Bayshore Sun	3045	American Profile
TX	Laredo	Laredo Morning Times	19500	American Profile
TX	Levelland	Levelland And Hockley County News-Press	4900	American Profile
TX	Littlefield	The Lamb County Leader News	2800	American Profile
TX	Livingston	Polk County Enterprise	8322	American Profile
TX	Longview	Longview News Journal	30090	American Profile
TX	Lufkin	The Lufkin Daily News	13668	American Profile
TX	Lytle	Leader News	2686	American Profile
TX	Mabank	The Monitor/Leader	4060	American Profile
TX	Marshall	Marshall News Messenger	7650	American Profile
TX	McAllen	Original Winter Texan	5000	American Profile
TX	Menard	Menard News & Messenger	1443	American Profile
TX	Meridian	Meridian Tribune	2400	American Profile
TX	Mexia	Hubbard City News	1100	American Profile
TX	Mexia	The Mexia Daily News	2100	American Profile
TX	Midland	Midland Reporter-Telegram	21313	American Profile
TX	Mineral Wells	Mineral Wells Index	3000	American Profile
TX	Mount Vernon	Mount Vernon Optic-Herald	3045	American Profile
TX	Mt. Pleasant	Mount Pleasant Daily Tribune	5273	American Profile
TX	Muleshoe	Muleshoe Journal	2000	American Profile
TX	New Braunfels	New Braunfels Herald-Zeitung	10700	American Profile
TX	Nacogdoches	The Daily Sentinel	8772	American Profile
TX	Olney	The Olney Enterprise	1000	American Profile
TX	Orange	The Orange Leader	5000	American Profile
TX	Palestine	Palestine Herald - Press	7500	American Profile
TX	Plainview	Plainview Daily Herald	6800	American Profile
TX	Pflugerville	Pflugerville Pflag	7200	American Profile
TX	Port Arthur	Port Arthur News	15681	American Profile
TX	Port Lavaca	The Port Lavaca Wave	4567	American Profile
TX	Post	The Post Dispatch	1691	American Profile
TX	Raymondville	Willacy County News	1149	American Profile
TX	Raymondville	Raymondville Chronicle	2200	American Profile
TX	Robstown	Nueces Co. Record Star	4000	American Profile
TX	Rockport	Rockport Pilot	4975	American Profile
TX	Rosenburg	The Fort Bend Herald	8880	American Profile
TX	Round Rock	Round Rock Leader	7500	American Profile
TX	San Marcos	San Marcos Daily Record	5750	American Profile
TX	Seagoville	The Suburbia News	1600	American Profile
TX	Seguin	Seguin Gazette-Enterprise	6597	American Profile
TX	Seminole	Seminole Sentinel	1240	American Profile
TX	Shepherd	San Jacinto News-Times	2239	American Profile
TX	Smithville	Smithville Times	3100	American Profile
TX	Snyder	The Snyder Daily News	5582	American Profile
TX	Stephenville	Stephenville Empire-Tribune	4726	American Profile
TX	Sweetwater	Sweetwater Reporter	3755	American Profile
TX	Teague	The Teague Chronicle	2537	American Profile
TX	Terrell	Terrell Tribune	4060	American Profile
TX	Texarkana	Texarkana Gazette	32500	American Profile
TX	Trinity	Trinity Standard	2388	American Profile
TX	Uvalde	The Uvalde Leader-News	4975	American Profile
TX	Vernon	The Vernon Daily Record	4669	American Profile
TX	Vidor	The Vidorian	2040	American Profile
TX	Waco	Waco Tribune - Herald	37000	American Profile
TX	Waxahachie	Waxahachie Daily Light	5480	American Profile
TX	Weatherford	The Weatherford Democrat	6716	American Profile
TX	Wellington	Wellington Leader	1700	American Profile
TX	Weslaco	Mid Valley Town Crier	18268	American Profile
TX	Wharton	Wharton Journal - Spectator	4200	American Profile
TX	Wills Point	Van Zandt News	8119	American Profile
TX	Woodville	Tyler County Booster	3857	American Profile
TX	Zapata	Zapata County News	2300	American Profile
UT	Ogden	Standard-Examiner	65,320	USA Weekend
UT	Provo	Herald	24,700	USA Weekend
UT	St. George	Spectrum	24,152	USA Weekend
UT	Logan	The Herald Journal	18,562	Parade

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
UT	Provo	Daily Herald	40,712	Parade
UT	Salt Lake City	The Salt Lake Tribune-Deseret News	208,797	Parade
UT	Bountiful	Davis County Clipper	10000	American Profile
UT	Cedar City	Iron County Today	10000	American Profile
UT	Heber City	Wasatch Wave	4263	American Profile
UT	Moab	The Times Independent	3349	American Profile
UT	Ogden	Standard-Examiner	63939	American Profile
UT	Price	Sun-Advocate	6428	American Profile
UT	Richfield	Richfield Reaper	5683	American Profile
UT	Tooele	Tooele Transcript Bulletin	7409	American Profile
VA	Bristol	Herald-Courier	34,817	USA Weekend
VA	Charlottesville	Progress	28,615	USA Weekend
VA	Culpeper	Star-Exponent	6,814	USA Weekend
VA	Danville	Register & Bee	20,616	USA Weekend
VA	Fredericksburg	Free Lance-Star	50,417	USA Weekend
VA	Harrisonburg	News Record	29,473	USA Weekend
VA	Lynchburg	News & Advance	36,863	USA Weekend
VA	Petersburg	Progress-Index	13,563	USA Weekend
VA	Staunton	News Leader	18,258	USA Weekend
VA	Strasburg	Northern Virginia Daily	15,071	USA Weekend
VA	Waynesboro	News Virginian	6,314	USA Weekend
VA	Winchester	Star	23,000	USA Weekend
VA	Woodbridge-Manassas	Potomac News & Journal Messenger	15,627	USA Weekend
VA	Martinsville	Martinsville Bulletin	17,400	Parade
VA	Newport News/Hampton	Daily Press	90,807	Parade
VA	Norfolk	The Virginian-Pilot	181,929	Parade
VA	Richmond	Richmond Times-Dispatch	178,823	Parade
VA	Roanoke	The Roanoke Times	92,726	Parade
VA	Ashland	Herald Progress	5500	American Profile
VA	Bedford	Bedford Bulletin	8018	American Profile
VA	Big Stone Gap	The Post	3000	American Profile
VA	Farmville	The Farmville Herald	8322	American Profile
VA	Floyd	The Floyd Press	4985	American Profile
VA	Front Royal	The Warren Sentinel	4300	American Profile
VA	Galax	The Gazette	8424	American Profile
VA	Goochland	The Goochland Gazette	5500	American Profile
VA	Harrisonburg	Page News and Courier	7815	American Profile
VA	Harrisonburg	Shenandoah Valley-Herald	3700	American Profile
VA	Harrisonburg	Valley Banner	3900	American Profile
VA	Hillsville	The Carroll News	6766	American Profile
VA	Hopewell	The Hopewell News	3000	American Profile
VA	Lexington	The News - Gazette	8627	American Profile
VA	Louisa	The Central Virginian	5000	American Profile
VA	Marion	Smyth County News & Messenger	5992	American Profile
VA	Norton	The Coalfield Progress	6000	American Profile
VA	Norton	Dickenson Star/Cumberland Times	3500	American Profile
VA	Petersburg	Progress-Index	15223	American Profile
VA	Richlands	Richlands News-Press	7104	American Profile
VA	South Boston	The Gazette-Virginian	10500	American Profile
VA	Strasburg	Northern Virginia Daily	15800	American Profile
VA	Suffolk	Suffolk News-Herald	4263	American Profile
VA	Tazewell	Clinch Valley News	3003	American Profile
VA	Wytheville	The Bland Messenger	2036	American Profile
VA	Wytheville	Wytheville Enterprise	2252	American Profile
VT	Bennington	Banner	6,672	USA Weekend
VT	Brattleboro	Reformer	8,807	USA Weekend
VT	Burlington	Free Press	43,513	USA Weekend
VT	Rutland/Barre	Sunday Times Argus	22,778	Parade
VT	Bennington	Bennington Banner	8119	American Profile
VT	Brattleboro	Brattleboro Reformer	10656	American Profile
VT	Newport	The Newport Daily Express	3969	American Profile
VT	St. Albans	St. Albans Messenger	6089	American Profile
VT	St. Johnsbury	The Caledonian-Record	10000	American Profile
VT	West Dover	Deerfield Valley News	3045	American Profile
WA	Aberdeen	Daily World	12,066	USA Weekend
WA	Bellevue	Reporter	40,175	USA Weekend
WA	Bremerton	Sun	25,601	USA Weekend
WA	Centralia/Chehalis	Chronicle	11,882	USA Weekend
WA	Everett	Sound Publishing Group	212,247	USA Weekend
WA	Issaquah/Sammamish	Reporter	30,996	USA Weekend
WA	Kent	Reporter	30,213	USA Weekend
WA	Moses Lake	Columbia Basin Herald	8,575	USA Weekend

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
WA	Mount Vernon	Skagit Valley Herald	17,966	USA Weekend
WA	Port Angeles	Peninsula Daily News	16,963	USA Weekend
WA	Redmond	Reporter	25,243	USA Weekend
WA	Renton	Reporter	31,064	USA Weekend
WA	Wenatchee	World	23,705	USA Weekend
WA	Yakima	Herald-Republic	34,352	USA Weekend
WA	Bellingham	The Bellingham Herald	24,324	Parade
WA	Bremerton	Sun	25,601	Parade
WA	Ellensburg	Daily Record	5,408	Parade
WA	Kennewick	Tri-City Herald	39,781	Parade
WA	Longview	The Daily News	19,754	Parade
WA	Olympia	The Olympian	33,031	Parade
WA	Seattle	The Seattle Times	359,672	Parade
WA	Spokane	The Spokesman-Review	100,449	Parade
WA	Tacoma	The News Tribune	103,995	Parade
WA	Vancouver	The Columbian	42,987	Parade
WA	Walla Walla	Walla Walla Union-Bulletin	14,547	Parade
WA	Yakima	Herald-Republic	34,352	Parade
WA	Camas	Camas-Washougal Post-Record	4100	American Profile
WA	Cle Elum	Northern Kittitas County Tribune	4060	American Profile
WA	Colville	Statesman-Examiner	4060	American Profile
WA	Deer Park	Tribune	1194	American Profile
WA	Eatonville	The Dispatch	2250	American Profile
WA	Ellensburg	Daily Record	6268	American Profile
WA	Grandview	Grandview Herald	2040	American Profile
WA	Omak	The (Omak-Okanogan County) Chronicle	5771	American Profile
WA	Othello	Othello Independent	7700	American Profile
WA	Prosser	Record Bulletin	3045	American Profile
WA	Quincy	The Quincy Valley Post-Register	2040	American Profile
WA	Sequim	Sequim Gazette	8627	American Profile
WA	Spokane	The Spokesman-Review	109251	American Profile
WA	Sunnyside	Daily Sun News	3755	American Profile
WA	Yakima	Yakima Herald-Republic	32200	American Profile
WI	Appleton	Post-Crescent	60,877	USA Weekend
WI	Beloit	News	12,880	USA Weekend
WI	Eau Claire	Leader-Telegram	24,969	USA Weekend
WI	Fond Du Lac	Reporter	15,726	USA Weekend
WI	Green Bay	Press-Gazette	71,845	USA Weekend
WI	Janesville	Gazette	23,136	USA Weekend
WI	Manitowoc/Two Rivers	Herald Times Reporter	13,954	USA Weekend
WI	Milwaukee	Journal Sentinel	361,355	USA Weekend
WI	Oshkosh	Northwestern	21,965	USA Weekend
WI	Sheboygan	Press	21,498	USA Weekend
WI	Superior	Telegram	6,078	USA Weekend
WI	Watertown	Times	8,450	USA Weekend
WI	Wausau-Stevens Point	Herald-Central WI Sunday	46,120	USA Weekend
WI	Chippewa Falls	Chippewa Valley Newspapers	9,547	Parade
WI	Kenosha	Kenosha News	26,419	Parade
WI	La Crosse	La Crosse Tribune	36,250	Parade
WI	Madison	Wisconsin State Journal	130,179	Parade
WI	Portage	Citizen/Portage Daily Register	19,778	Parade
WI	Racine	The Journal Times	29,282	Parade
WI	Rhineland	The Daily News	3,610	Parade
WI	Amery	Amery Free Press	5100	American Profile
WI	Ashland	The Daily Press	6000	American Profile
WI	Baldwin	The Baldwin Bulletin	1900	American Profile
WI	Baraboo	Baraboo News Republic	4950	American Profile
WI	Barron	Barron News - Shield	4000	American Profile
WI	Beaver Dam	Daily Citizen	10550	American Profile
WI	Black River Falls	Jackson County Chronicle	2139	American Profile
WI	Burlington	Burlington Standard Press	5000	American Profile
WI	Cedarburg	Ozaukee County News Graphic	8080	American Profile
WI	Chetek	The Chetek Alert	2900	American Profile
WI	Clintonville	Clintonville Tribune Gazette	2500	American Profile
WI	Cumberland	Cumberland Advocate	2139	American Profile
WI	Delavan	The Delavan Enterprise	2500	American Profile
WI	Eagle River	Vilas County News - Review	6120	American Profile
WI	East Troy	The East Troy News	750	American Profile
WI	Elkhorn	The Elkhorn Independent	2000	American Profile
WI	Fort Atkinson	Daily Jefferson County Union	8728	American Profile
WI	Hammond	Central St. Croix News	1144	American Profile
WI	Hayward	Sawyer County Record	4776	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
WI	Iola	The Iola Herald	1000	American Profile
WI	Iola	Manawa Advocate	500	American Profile
WI	Lake Geneva	Lake Geneva Times	2500	American Profile
WI	Lancaster	Grant County Herald Independent	3552	American Profile
WI	Marinette	Eagle Herald	9000	American Profile
WI	Mauston	Juneau County Star-Times	3097	American Profile
WI	Merrill	Foto News	16400	American Profile
WI	Monroe	The Monroe Times	5074	American Profile
WI	Osceola	Osceola Sun	2139	American Profile
WI	Platteville	The Platteville Journal	4263	American Profile
WI	Portage	Daily Register	5555	American Profile
WI	Racine	The Journal Times	31000	American Profile
WI	Reedsburg	Reedsburg Times Press	1059	American Profile
WI	Rhineland	Star Journal	16000	American Profile
WI	Sauk City	The Sauk Prairie Eagle	2218	American Profile
WI	Shawano	Shawano Leader	7800	American Profile
WI	Spooner	Spooner Advocate	4229	American Profile
WI	Twin Lakes	Westosha Report	800	American Profile
WI	Union Grove	Westine Report	950	American Profile
WI	Walworth	The Times, Walworth	500	American Profile
WI	Washburn	The County Journal	1900	American Profile
WI	Waterford	Waterford Post	1600	American Profile
WI	Watertown	Times Publishing Company	9900	American Profile
WI	Waukesha	Waukesha Freeman	12726	American Profile
WI	Waupaca	Waupaca County Post	7300	American Profile
WI	Wautoma	The Waushara Argus	5897	American Profile
WI	West Bend	West Bend Daily News	9343	American Profile
WI	Weyauwega	The Chronicle	2500	American Profile
WI	Whitewater	Whitewater Register	1000	American Profile
WI	Wisconsin Dells	Wisconsin Dells Events	2288	American Profile
WV	Charleston	Gazette-Mail	55,691	USA Weekend
WV	Elkins	Inter-Mountain	10,461	USA Weekend
WV	Huntington	Herald-Dispatch	30,527	USA Weekend
WV	Princeton	Princeton Times	5,200	USA Weekend
WV	Gilbert	Gilbert Times	1700	American Profile
WV	Hamlin	Lincoln Journal	3000	American Profile
WV	Harrisville	Ritchie Gazette	3857	American Profile
WV	Keyser	Mineral Daily News Tribune	4200	American Profile
WV	Lewisburg	Mountain Messenger	3045	American Profile
WV	Montgomery	Montgomery Herald	1300	American Profile
WV	Oak Hill	The Fayette Tribune	2000	American Profile
WV	Petersburg	Grant County Press	4060	American Profile
WV	Pineville	Independent Herald	2000	American Profile
WV	Princeton	Princeton Times	1700	American Profile
WV	Ravenswood	The Star Herald	12179	American Profile
WV	Romney	Hampshire Review	7150	American Profile
WV	Sutton	Braxton Democrat-Central	3552	American Profile
WV	Wayne	Wayne County News	3045	American Profile
WVA	Beckley	The Register-Herald	25,165	Parade
WVA	Bluefield	Bluefield Daily Telegraph	16,813	Parade
WVA	Charleston	Sunday Gazette-Mail	68,940	Parade
WVA	Clarksburg	Clarksburg Exponent-Telegram	19,226	Parade
WVA	Fairmont	Times West Virginian	10,679	Parade
WVA	Logan	The Logan Banner	8,243	Parade
WVA	Martinsburg	The Journal	16,944	Parade
WVA	Morgantown	The Dominion Post	22,635	Parade
WVA	Parkersburg	The Parkersburg News and Sentinel	28,562	Parade
WVA	Wheeling	Sunday News-Register	33,321	Parade
WVA	Williamson	Williamson Daily News	6,185	Parade
WY	Cheyenne	Wyoming Tribune-Eagle	16,077	USA Weekend
WY	Laramie	Boomerang	5,227	USA Weekend
WY	Casper	Casper Star-Tribune	28,455	Parade
WY	Afton	Star Valley Independent	3184	American Profile
WY	Casper	Casper Star-Tribune	31000	American Profile
WY	Cody	The Cody Enterprise	6089	American Profile
WY	Douglas	Douglas Budget	5500	American Profile
WY	Gillette	The News-Record	9950	American Profile
WY	Landers	The Journal	4191	American Profile
WY	Powell	The Powell Tribune	3045	American Profile
WY	Rawlins	Rawlins Daily Times	3755	American Profile
WY	Riverton	The Ranger	5400	American Profile
WY	Rock Springs	Daily Rocket-Miner	9452	American Profile

**Weekend Newspaper Supplement List
Exhibit 5**

State	Primary Market	Newspaper	Reported Circulation	Supplement
WY	Sheridan	Sheridan Press	7104	American Profile
WY	Sundance	The Sundance Times	1642	American Profile
WY	Worland	Northern Wyoming Daily News	4060	American Profile

EXHIBIT 8

Military Publications

State	Military Base	Exhibit 8 Publication	Circulation	Frequency
AK	Elmendorf AFB, Ft. Richardson	Alaska Star	5,000	Weekly (Th)
AK	Eielson AFB	Polar Press	3,000	Weekly (F)
AL	Ft. Rucker	Army Flier	10,000	Weekly (Th)
AL	Redstone Arsenal	Redstone Rocket	20,000	Weekly (W)
AL	Maxwell AFB, Gunter AFB	Dispatch	12,500	Weekly (F)
AR	Little Rock AFB, Camp Robinson	Combat Airlifter	9,200	Weekly (F)
AZ	Luke AFB	Thunderbolt	15,000	Weekly (F)
AZ	Davis-Monthan AFB	Desert Lightning News	15,000	Weekly (F)
AZ	Ft. Huachuca	Huachuca Scout	8,700	Weekly (Th)
AZ	Yuma MCAS	Desert Warrior	5,500	Weekly (Th)
CA	Lemoore NAS	Golden Eagle	4,500	Weekly (F)
CA	Edwards AFB, Los Angeles AFB, Pt. Mugu, Pt. Hueneme, Ft. Irwin, China Lake, Nellis AFB	Aerotech News & Review	19,000	Weekly (F)
CA	Los Angeles AFB	Aerotech News Los Angeles Edition	8,000	2X Monthly
CA	Barstow MCLB	Barstow Log	3,500	Weekly (Th)
CA	March AFB	Beacon	6,000	Weekly (F)
CA	Edwards AFB	Desert Eagle	9,650	Weekly (F)
CA	Ft. Irwin	High Desert Warrior	6,500	Weekly (Th)
CA	Pt. Hueneme NCBC, Pt. Mugu NAS, Ventura County Naval Base	Lighthouse	12,000	2X Monthly
CA	NWS Seal Beach, Los Alamitos Reserve Center	Long Beach Dispatch	9,000	2X Monthly
CA	Edwards AFB, Ft. Irwin, Barstow MSD, etc.	Military Press-Zone 2	25,000	2X Monthly
CA	NAWS China Lake	Rocketeer II	8,000	2X Monthly
CA	Port Hueneme, Point Mugu	Ventura Navy Dispatch	6,000	2X Monthly
CA	Naval Postgrad School, Defense Language Institute, Presidio of Monterey, Fort Hunter Liggett, Fort Ord	Monterey Military News	5,000	2X Monthly
CA	Military Bases Nationwide	Joint Forces Journal	42,000	2X Monthly
CA	Twentynine Palms MCB/MARINES	Desert Trail	3,500	Weekly (Th)
CA	Twentynine Palms MCB, Twentynine Palms MCAGCC	Observation Post	6,500	Weekly (F)
CA	Travis, Beale, Mare, Alameda NAS, etc.	Military Press-Zone 3	25,000	Monthly
CA	Travis AFB	Tailwind	10,450	Weekly (F)
CA	San Diego Naval Bases - Off Base Housing	Military Press-Zone 1	50,000	2X Monthly
CA	MCAS Miramar, Camp Pendleton, NB San Diego, NB Coronado, NB Pt. Loma, Off-Base Housing	Navy/Marine Corps Dispatch	40,000	Weekly (Th)
CA	Vandenberg AFB	Space Country Times	8,100	Weekly (F)
CO	U.S. Air Force Academy	Academy Spirit	7,000	Weekly (F)
CO	Ft. Carson	Mountaineer	10,000	Weekly (F)
CO	Schriever AFB, Peterson AFB	Schriever Sentinel	3,000	Weekly (Th)
CO	Peterson AFB, Norad	Space Observer	7,000	Weekly (Th)
CO	Buckley ANGB/ Fitzsimons Army Med Ctr.	Buckley Guardian	6,000	Weekly (F)
CT	New London NSB	Dolphin	8,500	Weekly (Th)
DC	Bolling/Andrews AFB, Pentagon + 500 smaller gov. installations in DC, MD, VA	Recreation News	100,000	Monthly
DC	Bolling AFB	Bolling Aviator	15,000	Weekly (F)
DC	Joint Base Myer-Henderson Hall, Pentagon and Ft. McNair	Pentagram	24,000	Weekly (F)
DC	Ft. Detrick	Standard	4,100	2X Monthly
DC	Walter Reed Army Medical Ctr.	Stripe	7,000	Weekly (F)
DC	Naval Headquarters, Anacostia NS	Waterline	9,000	Weekly (Th)
DE	Dover AFB	Airlifter	7,000	Weekly (F)
FL	Jacksonville NAS	Jax Air News	12,000	Weekly (Th)

Military Publications

FL	Mayport NS	Exhibit 8 Mirror	10,000	Weekly (Th)
FL	Key West NAS	Southernmost Flyer	4,000	Weekly (F)
FL	Eglin AFB	Eglin Dispatch	14,700	Weekly (F)
FL	Eglin AFB	Eglin Flyer	11,000	Weekly (F)
FL	Pensacola NAS	Gosport	25,000	Weekly (F)
FL	Hurlburt Field	Warrior	7,190	Weekly (F)
FL	Patrick AFB	Missileer	8,500	Weekly (F)
FL	Tyndall AFB	Gulf Defender	12,000	2X Monthly
FL	Military Retirees In Florida	Veteran Voice	10,000	Monthly
FL	MacDill AFB	Thunderbolt	8,906	Weekly (F)
GA	Albany MC Logistics Base	Emblem	3,750	Weekly (Th)
GA	Ft. McPherson, Ft. Gillem (satellite of Ft. McPherson)	Sentinel	6,000	Weekly (F)
GA	Ft. Gordon	Signal	14,000	Weekly (F)
GA	Ft. Benning	Bayonet	22,000	Weekly (F)
GA	Kings Bay Submarine Base	Periscope	10,000	Weekly (Th)
GA	Robins AFB	Robins Rev-Up	15,000	Weekly (F)
GA	Ft. Stewart, Hunter Army Airfield	Frontline	17,000	Weekly (Th)
GA	Moody AFB	Moody Volunteer	4,100	Weekly (Th)
HI	Schofield AB	Hawaii Army	15,500	Weekly (F)
HI	MCB Kaneohe	Hawaii Marine	10,000	Weekly (F)
HI	Pearl Harbor	Hawaii Navy News	15,000	Weekly (F)
HI	Hickam AFB	Hickam Kukini	8,500	Weekly (F)
HI	Hickam AFB, Pearl Harbor, Schofield Barracks, Wheeler AAF, Barbers Point	Military Oahu Star	30,000	Weekly (W)
ID	Mountain Home AFB	The Patriot	4,500	Weekly (F)
IL	NS Great Lakes	Bulletin	14,000	Weekly (F)
IL	Scott AFB	Command Post	7,700	Weekly (Th)
IL	Scott AFB residences	Scott AFB Flier	8,000	Weekly (Th)
KS	Ft. Leavenworth	Lamp	8,000	Weekly (Th)
KS	Ft. Riley	1st Infantry Division Post	9,300	Weekly (F)
KS	McConnell AFB	Tanker Times	5,500	Weekly (F)
KY	Ft. Knox	Turret	18,750	Weekly (Th)
KY	Ft. Campbell	Ft. Campbell Courier	23,000	Weekly (Th)
LA	Ft. Polk	Guardian	13,000	Weekly (F)
LA	Barksdale AFB	Warrior	10,000	Weekly (F)
MA	Hanscom Field	Hansconian	8,400	Weekly (F)
MA	Massachusetts Military Reservation	Otis Notice	5,000	Monthly
MA	Devens RFTA	Public Spirit	7,500	Weekly (F)
MD	Aberdeen Proving Ground	APG News	9,000	Weekly (Th)
MD	Ft. Meade	Soundoff	11,560	Weekly (Th)
MD	U.S. Naval Academy at Annapolis	Trident	8,000	Weekly (F)
MD	Andrews AFB-1	Capital Flyer	15,000	Weekly (F)
MD	National Naval Medical Center Bethesda	Journal	7,000	Weekly (Th)
MD	Patuxent NAS	Tester	15,000	Weekly (Th)
ME	Brunswick NAS	Patroller	3,800	Weekly (Th)
MO	Whiteman AFB	The Warrior	4,800	Weekly (F)
MO	Ft. Leonard Wood	Guidon	10,000	Weekly (Th)
MS	Keesler AFB	Keesler News	13,000	Weekly (Th)
MS	US Navy Construction Battalion Center	Seabee Courier	3,500	2X Monthly
MS	Columbus AFB	Silver Wings	3,000	Weekly (F)

Military Publications

		Exhibit 8		
MS	Meridian NAS	Skyline	2,500	2X Monthly
MT	Malmstrom AFB	Front Range Guardian	5,480	Weekly (F)
NC	Camp LeJeune	Globe	30,000	Weekly (Th)
NC	New River MCAS	Rotovue	8,600	2X Monthly
NC	Cherry Point MCAS	Windsock	11,000	Weekly (Th)
NC	Fort Bragg	Ft. Bragg Life	20,000	Weekly (W)
NC	Ft. Bragg / Pope AFB	Paraglide / Carolina Flyer	30,000	Weekly (Th)
ND	Minot AFB	Northern Sentry	6,000	Weekly (F)
NE	Offutt AFB	The Base: 68133	9,000	Weekly (Th)
NJ	Ft. Monmouth	Monmouth Message	6,000	Weekly (F)
NJ	Picatinny Arsenal,ARDEC	Voice	5,000	2X Monthly
NM	Holloman AFB	Hologram	7,600	Weekly (Th)
NM	Kirtland AFB	Kirtland Nucleus	10,000	Weekly (F)
NM	Cannon AFB	Cannon Connections	5,000	Weekly (F)
NM	White Sands Missile Range	Missile Ranger	6,000	Weekly (Th)
NV	Nellis AFB	Bullseye	10,000	Weekly (F)
NY	Ft. Hamilton,Wadsworth,Totten, Earle Naval Weapons, US Coast Guard installations in NYC	Harbor Watch	12,015	Weekly (Th)
NY	U.S. Academy at West Point	Pointer View	8,800	Weekly (Th)
NY	Ft. Drum	Mountaineer	9,500	Weekly (Th)
OH	Defense Supply Center Columbus	Columbus Federal Voice	13,000	2X Monthly
OH	Wright-Patterson AFB	Skywrighter	19,700	Weekly (F)
OK	Vance AFB	Airscoop	2,300	Weekly (F)
OK	Tinker AFB	Tinker Take Off	28,000	Weekly (F)
OK	Ft. Sill	Cannoneer	11,500	Weekly (Th)
OK	Altus AFB	Freedom Flyer	2,500	Weekly (F)
RI	Newport NB	Newport Navalog	4,500	Weekly (F)
SC	Charleston AFB	Airlift Dispatch	7,500	Weekly (F)
SC	NWS Charleston - Goose Creek	Navy Charleston Shoreline	5,000	2X Monthly
SC	Ft. Jackson	Leader	15,000	Weekly (Th)
SC	Shaw AFB	Shaw News	8,200	Weekly (F)
SC	Parris Island MCRD, Beaufort MCAS, Beaufort Naval Hospital	Boot / Jetstream	11,200	Weekly (F)
SD	Ellsworth AFB	Black Hills Patriot	5,000	Weekly (F)
TN	Memphis NAS	Bluejacket	5,000	Weekly (Th)
TN	Arnold AFB	High Mach	7,500	2X Monthly
TX	Dyess AFB	Sound of Freedom	4,500	Weekly (F)
TX	Kingsville NAS	Flying K	2,000	2X Monthly
TX	Corpus Christi NAS	Wingspan	8,000	2X Monthly
TX	Ret Mil, Dyess AFB, Shepard AFB, NAS Fort Worth, Grand Prairie AB, Veteran's Orgs.	Nas News & Senior Life	9,000	Monthly
TX	Ft. Bliss	Ft. Bliss Monitor	15,000	Weekly (Th)
TX	Goodfellow AFB	Goodfellow Monitor	3,000	Weekly (F)
TX	Brooks AFB	Discovery	6,457	2X Monthly
TX	Laughlin AFB	Laughlin Herald	3,200	Weekly (F)
TX	Brooks AFB/Lackland AFB, Ft. Sam Houston	Medical Patriot	6,457	Weekly (Th)
TX	Ft. Sam Houston	News Leader	10,190	Weekly (Th)
TX	Lackland AFB, Wilford Medical Center Kelly Dev. Ctr.	Talespinner / Kelly Observer	31,650	Weekly (F)
TX	Randolph AFB	Wingspread	10,725	Weekly (F)
TX	Ft. Hood	Fort Hood Herald	31,000	Weekly (W)
TX	Ft. Hood	Fort Hood Sentinel	30,000	Weekly (Th)

Military Publications

TX	Sheppard AFB	Exhibit 8 Sheppard Senator	11,500	Weekly (F)
UT	Hill AFB	Hill Top Times	14,000	Weekly (Th)
VA	Ft. Monroe	Casemate	5,000	2X Monthly
VA	Langley AFB	Fighter	14,000	Weekly (F)
VA	Norfolk NB, Little Creek NAB	Flagship	40,000	Weekly (Th)
VA	NAS Oceana, Training Center Dam Neck	Jet Observer	8,000	Weekly (Th)
VA	Ft. Eustis, Ft. Story	Wheel	10,500	Weekly (Th)
VA	Ft. Lee	Traveller	11,000	Weekly (Th)
VA	Naval Surface Warfare Center Dahlgren	Dahlgren Source	10,000	Monthly
VA	Ft. Belvoir	Eagle	19,000	Weekly (Th)
VA	Quantico MCB	Patriot	22,000	Weekly (Su)
VA	Quantico MCB	Quantico Sentry	11,000	Weekly (Th)
VA	NAVSEA Indian Head, NWSC Dahlgren	South Potomac Pilot	8,000	Weekly (Th)
WA	McChord AFB	Northwest Airlifter	8,000	Weekly (Th)
WA	Ft. Lewis	Northwest Guardian	20,000	Weekly (F)
WA	Puget Sound Naval Shipyard, Naval Station Bremerton, Keyport Undersea Warfare Ctr., Subase Bangor\	Northwest Navigator - Kitsap Edition (South Sound)	8,605	Weekly (F)
WA	Everett NS, Everett Naval Support Ctr., Whidbey Island NAS	Northwest Navigator - Whidbey and Everett Edition (North Sound)	9,451	Weekly (F)
WA	Ft. Lewis//ARMY	Ranger	20,000	Weekly (Th)
WA	Fairchild AFB	Fairchild Flyer	5,500	Weekly (F)
WI	Ft. McCoy	Real Mccoy	5,000	2X Monthly
WY	F.E. Warren AFB	Warren Sentinel	5,200	Weekly (F)

EXHIBIT 9

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Organization Name	Tribes	Description	Organization Address	Alternate Address	City	State	Zip
Crooked Creek Traditional Council	Village of Crooked Creek	advisory organization			Crooked Creek	AK	99575
National Tribal Development Association	Chippewa Cree and others	agricultural credit outreach initiative - economic development agency	R.R. 1	PO Box 1080	Box Elder	MT	59521
National Native American AIDS Prevention Center	tribes nationwide	AIDS organization	720 S. Colorado Blvd, Suite 650-S		Denver	CO	80246
Community Action Resource	Delaware	anti-poverty community organization	317 East Delaware Avenue		Nowata	OK	74048
Community Action Resource & Development Inc.	Delaware	anti-poverty community organization	522 W. Will Rogers Blvd.	PO Box 947	Claremore	OK	74018
Cherokee Artists Association	Cherokee	arts-focused nonprofit	202 E Fifth Street		Tahlequah	OK	74464
Oklahoma Indian Bar Association	tribes statewide	bar association	PO Box 1062		Oklahoma City	OK	73101
Montana Wyoming Tribal Leadership Council	Blackfeet, Chippewa Cree, Crow, Eastern Shoshone, Fort Belknap, Fort Peck, Little Shell, Northern Arapaho, Northern Cheyenne, Salish and Kootenai	bi-state tribal leaders council	222 N. 32nd St. Suite 401		Billings	MT	59101
ONABEN: A Native American Business Network	many OR tribes	business development nonprofit	11825 Southwest Greenburg Road		Tigard	OR	97223
Business Services Center	Umatilla	business-focused nonprofit	72777 Hwy 331		Pendleton	OR	97801
American Indian Chamber of Commerce of Wisconsin	Ho-Chunk, Oneida, Bad River Chippewa	chamber of commerce	10809 W Lincoln Avenue		West Allis	WI	53227
Anadarko Chamber of Commerce	Caddo, Kiowa, Fort Sill Apache, Delaware, Wichita, Comanche	chamber of commerce	516 W. Kentucky	PO Box 366	Anadarko	OK	73005
Ashland Area Chamber of Commerce	Bad River Chippewa	chamber of commerce	PO Box 746		Ashland	WI	54806
Bayfield Chamber of Commerce	Red Cliff Chippewa	chamber of commerce	42 South Broad Street		Bayfield	WI	54814
Carson Valley Chamber and Visitors Authority	Washoe	chamber of commerce	1477 Hwy. 395, Suite A		Gardnerville	NV	89410
Chamber of Commerce of Norman	Absentee Shawnee	chamber of commerce	115 East Gray Street		Norman	OK	73069-7203
Chamber of Commerce-Pierre	Lower Brule Sioux, Crow Creek	chamber of commerce	800 West Dakota Avenue		Pierre	SD	57501
Cortez Chamber of Commerce	Ute Mountain Ute and Navajo	chamber of commerce	928 East Main Street		Cortez	CO	81321
Devils Lake Chamber of Commerce & Tourism Office	Spirit Lake Sioux	chamber of commerce	PO Box 879		Devils Lake	ND	58301
Duchesne County Chamber of Commerce	Ute Uintah Ouray	chamber of commerce			Roosevelt	UT	84066

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Farmington Chamber of Commerce	Navajo	chamber of commerce	100 W Broadway	Farmington	NM	87401
Fernley Chamber Of Commerce	Pyramid Lake Paiute	chamber of commerce	70 N. West St.	Fernley	NV	89408
Grants Chamber of Commerce	Laguna Pueblo	chamber of commerce	100 N. Iron Avenue	Grants	NM	87020
Greater Ketchikan Chamber of Commerce	Ketchikan Indian Corporation; Tlingit & Haida	chamber of commerce	PO Box 5957	Ketchikan	AK	99901
Greater Sitka Chamber of Commerce	Sitka Tribe of Alaska; Tlingit and Haida	chamber of commerce	PO Box 638	Sitka	AK	99835
Holton/Jackson County Chamber of Commerce	Prairie Band Potawatami	chamber of commerce	105 W. 4th	Holton	KS	66436
Kingston Chamber of Commerce	Port Gamble S'Klallam	chamber of commerce	11201 Northeast State Highway 104	Kingston	WA	98346
Klamath Chamber of Commerce	Yurok	chamber of commerce	PO Box 476	Klamath	CA	95548
Lander Area Chamber-Commerce	Eastern Shoshone, Northern Arapaho	chamber of commerce	160 North 1st Street	Lander	WY	82520
Menominee Chamber of Commerce	Menominee	chamber of commerce	N559 Library Road	Keshena	WI	54135
Nome Chamber of Commerce	Nome Eskimo Community	chamber of commerce	PO Box 250	Nome	AK	99762
Parker Chamber of Commerce	Colorado River (primary), Mojave, Navajo, Hopi, Chemehuevi	chamber of commerce	1217 South California Avenue	Parker	AZ	85344-5757
Pawhuska Chamber of Commerce	Osage	chamber of commerce	210 W. Main	Pawhuska	OK	74056
Petersburg Chamber of Commerce & Visitor Information	Petersburg Indian Association; Tlingit	chamber of commerce	PO Box 694	Petersburg	AK	99833
Ponca City Area Chamber of Commerce	Ponca	chamber of commerce	420 East Grand Avenue	Ponca City	OK	74601
Prince of Wales Chamber of Commerce	Klawock Cooperative Association; Tlingit	chamber of commerce	PO Box 490	Klawock	AK	99925
Skagway Chamber of Commerce	Skagway Village	chamber of commerce	PO Box 194	Skagway	AK	99840
Valley Falls Chamber of Commerce	Prairie Band Potawatami	chamber of commerce	317 Broadway Street	Valley Falls	KS	66088
MIGIZI Communications	various; all the MN tribes; Navajo, Oneidas	commercial communications organization	3123 East Lake Street	Minneapolis	MN	55406
Kwick Stop	Kickapoo	commercial gas station	420 W Broadway Ave	McLoud	OK	74851
Clinton Jim	Navajo	community activist	Old West Mesa Homes #38	Crown Point	NM	87313
Willie Noseep	Eastern Shoshone, Northern Arapaho	community activist	2117 W. Bend Avenue	Riverton	WY	82501
Northern California Indian Development Council	108 CA Tribes	community and economic development association	241 F Street	Eureka	CA	95501
Rural Alaska Community Action Program	AK communities	community and economic development nonprofit	PO Box 200908	Anchorage	AK	99520

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Opportunities, Inc.	Little Shell, Sioux, and others	community and job training services	905 1st Avenue North	Great Falls	MT	59401
Human Resources Council, District XII	tribes statewide	community and job training services organization	700 Casey Street, South Entrance	Butte	MT	59701
Kills at Night Resource Center	Assiniboine and White Clay (Gros Ventre)	community and recreation center	8 Priest Point Drive Northeast	Hays	MT	
Marysville Tulalip Comm Association	Tulalip	community association		Tulalip	WA	98271
Native American Community Council	Diverse group: Plains, Lakota, Apache, Gabrieleno, Lacanos, etc., also Latin American tribes	community association	660 South Fifth Street	Colton	CA	92324
Anaktuvuk Pass Community Center	Naqragmiut Tribal Council	community center	1077 Summer Street	Anaktuvuk Pass	AK	99721
Bayfield Recreation Center	Red Cliff Chippewa	community center	140 S. Broad Street	Bayfield	WI	54814
Cherokee Nation Child Care Resource Center	Cherokee	community center	Cherokee Nation Main Warehouse 22361 Bald Hill Road	Tahlequah	OK	74464
Cheyenne River Sioux Wellness Center	Cheyenne River Sioux	community center	Main Street	Eagle Butte	SD	57625
Crossroads Community Center	Ute Uintah Ouray	community center	PO Box 410	Roosevelt	UT	84066
Inchelium Community Center	Colville	community center		Inchelium	WA	99138
Keller Community Center	Colville	community center	11669 South Hwy 21	Keller	WA	99140
Klamath Community Center	Yurok	community center	219 Salem Ave	Klamath	CA	95548
Koyuk Community Center (Bingo Hall)	Native Village of Koyuk; Unalit and Malemiut Eskimo	community center	PO Box 53029	Koyuk	AK	99753
Lake Shore Family Center	Seneca	community center	845 Main Road	Irving	NY	14081
Menominee Indian Tribe of Wisconsin Community Resource Center	Menominee	community center		Keshena	WI	54135
Native American Community Center	All Tribes	community center	W3236 Wolf River Drive	Spokane	WA	99202
Nespelem Community Center	Colville	community center	801 E 2nd Avenue, Suite 10	Nespelem	WA	99155
Niobrara Teen Center	Santee Sioux	community center	PO Box 150	Niobrara	NE	68760
Pawhuska Community Center	Osage	community center	720 E Veterans Memorial Dr	Pawhuska	OK	74056
Pi-Nee-Waus Community Center	Nez Perce	community center	118 West Main Street	Lapwai	ID	83540
Red Whip Center	Assiniboine and White Clay (Gros Ventre)	community center	PO Box 305	Harlem	MT	59526
Wa-a-yas Community Center	Nez Perce	community center	PO Box 606	Kamiah	ID	

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Native American Student and Community Center, Portland State University	10-20 different tribes	community center and educational institution	710 SW Jackson Street,	Portland	OR	97201
The Hubbard Museum of the American West	Mescalero Apache Hopi, Northern Cheyenne, Oglala, Blackfeet, Navajo	community center and museum community development and affordable housing	841 Hwy 70 West PO Box 40	Ruidoso Downs	NM	88346
Red Feather Development Group	Crow and Northern Cheyenne	community development and job training	PO Box 907	Bozeman	MT	59771
District 7 Human Resources Development Center	Salish and Kootenai, Flathead and other MT tribes	community development and job training	7 North 31st Street	Billings	MT	59101
Human Resource Council (Missoula)	Blackfeet, Assiniboine, Cree, and various - urban indian center	community development and job training	1801 S. Higgins Ave	Missoula	MT	59801
Rocky Mountain Development Council Inc.	tribes nationwide	community development and job training	200 South Cruse 4801 N. Classen Blvd., Suite 200	Helena Oklahoma City	MT OK	59624 73118
United Urban Indian Council	Salish and Kootenai; Flathead Navajo, Hopi, various	community development and job training organization	214 Main Street PO Box 301	Kalispell	MT	59901
Community Action Partnership of Northwest Montana	tribes nationwide	community development nonprofit	151 East County Road B2	Kykoitsmovi Little Canada	AZ MN	86039 55117
The Hopi Foundation	Assiniboine and White Clay (Gros Ventre)	community radio station	PO Box 159	Harlem	MT	59526
Indian Land Tenure Foundation	Lac Courte Oreilles	community recreation center	PO Box 475	Hayward	WI	54843
KGVA Radio	Tohono O'odham	community services	120 Estrella Avenue	Ajo	AZ	85321
Hayward Sports Center & Community Park	Gila River; All AZ tribes	community-focused nonprofit	4520 N Central Avenue	Phoenix	AZ	85012
Ajo Community Services	Lakota, Tlingit among 380 tribes Navajo and Ute Mountain	cultural and community center	5135 NE Columbia Blvd 25 N. Market Street	Portland Cortez	OR CO	97218 81321
Wind Hollow Foundation	mainly Navajo	cultural and conference center	1001 Marquette Ave NW 1314 Denison Road, Suite 102	Albuquerque	NM	87102
Native American Youth and Family Center	OH tribes	cultural and educational institution	83 Avan Nu Po Road	Cleveland	OH	44109
Cortez Cultural Center	90 different tribes	cultural and educational institution	PO Box 1380	Sante Fe	NM	87508
Americans for Indian Opportunity	New Mexico tribes	cultural and educational organization	PO Box 570	Ganado	NM	86505
American Indian Education Center	AK Native Villages	cultural and environmental organization	1530 East Franklin Avenue	Barrow	AK	99723
Institute of American Indian Arts	various	cultural and social services clearinghouse		Minneapolis	MN	55404
Friends of Hubbell Trading Post National Historical Site						
Alaska Eskimo Whaling Commission						
AIRNET - American Indian Resources and Referral Database						

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Cheyenne River Sioux Cultural Center	Cheyenne River Sioux	cultural center			Eagle Butte	SD	57625
San Carlos Apache Culture Center	San Carlos Apache	cultural center	Hwy 70 mile-marker 272	PO Box 760	Peridot	AZ	85542 59434-0477
Spirit Talk Culture Institute	Blackfeet Nation	cultural center	PO Box 477		East Glacier	MT	73102
American Indian Cultural Center & Museum	OK tribes	cultural center and museum	900 N. Broadway Avenue, Suite 200		Oklahoma City	OK	87104
Indian Pueblo Cultural Center	all NM Pueblo tribes	cultural center and museum	2401 12th St. NW		Albuquerque	NM	73005
National Hall of Fame for Famous American Indians	Kiowa, Caddo	cultural center and museum	Highway 62		Anadarko	OK	85634
Tohono O'odham Cultural Center & Museum	Tohono O'odham	cultural center and museum	PO Box 837		Sells	AZ	73072
University of Oklahoma - Sam Noble Oklahoma Museum of Natural History	tribes statewide	cultural center and museum	2401 Chautauqua Avenue		Norman	OK	85941
White Mountain Apache Culture Center and Museum	White Mountain Apache	cultural center and museum	Hwy 73		Whiteriver	AZ	59255
Fort Peck Assiniboine and Sioux Culture Center and Museum	Assiniboine and Sioux Fort Peck	cultural center/museum	501 Medicine Bear Road		Poplar	MT	
California Indian Basketweavers Association	various CA Tribes	cultural organization	1005 Court Street		Woodland	CA	
Native American Cultural and Educational Authority of Oklahoma	All OK tribes	cultural organization	900 N Broadway Suite 200		Oklahoma City	OK	73102
Huichol Center for Cultural Survival and Traditional Arts	various including Apache, Navajo	cultural preservation and arts center	356 Calle Loma Norte		Santa Fe	NM	87501
Center Pole Foundation	Crow, Northern Cheyenne	cultural preservation and youth development organization	PO Box 71		Garryowen	MT	59031
Joyful Child Day Care Center, First Assembly of God Church	Miami, Shawnee, Eastern Shawnee, Modoc, Peoria, Wyandotte	daycare center	1815 East Steve Owens Blvd		Miami	OK	74354
Child Care Center-Lower Elwha Klallam	Lower Elwha Klallam	early childhood education center	322 Stratton Road		Port Angeles	WA	98363
Kiowa Headstart - Anadarko	Mainly Kiowa, but 6 other OK tribes	early childhood education program	1602 American Ave.		Anadarko	OK	73005
Koyuk Head Start	Native Village of Koyuk; Unalut and Malemiut Eskimo	early childhood education program	150 Tamarack St		Koyuk	AK	99753
Pawnee Head Start Center	Pawnee	early childhood education program	501 6th Street		Pawnee	OK	74058

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Native American Development Corporation	MT tribes	economic and community development for Indian owned enterprises in MT and WY	221 North Broadway	Billings	MT	59101
Intertribal Bison Cooperative	Work with all 57 tribes that span the North and South Dakota area	economic development and cultural preservation	2497 West Chicago Street	Rapid City	SD	57702
Juneau Economic Development Council	Tlingit & Haida	economic development nonprofit	612 W. Willoughby Ave., Suite A	Juneau	AK	99801
Seventh Generation Fund for Indian Development, Inc.	Rosebud Sioux, Northern Cheyenne, several others	economic development organization	PO Box 4569	Arcata	CA	95518
PPEP First American Resources and Services Corporation	Navajo, Yaqui, Tohono O'odham	educational and community services nonprofit	802 East 46th Street	Tucson	AZ	85713
Southwest Alaska Vocational & Education Center	King Salmon Tribe	educational and job training center	PO Box 615	King Salmon	AK	99613
Adult Basic Education Center	Orutsararmuit Native Village (Bethel)	educational institution	PO Box 368	Bethel	AK	99559
Alaska Native Knowledge Network	AK tribes	educational institution	PO Box 756730	Fairbanks	AK	99775-6730
Alaska Technical Center	Native Village of Kotzebue; Inupiat	educational institution	843 4th Street	Kotzebue	AK	99752
American Indian Law Center, University of North Dakota	Turtle Mountain and various ND and MN tribes	educational institution	215 Centennial Drive Stop 9003	Grand Forks	ND	58202
American Indian Program, University of Utah	Utah tribes	educational institution	1925 De Trobriand, Bld. 622		UT	84113
American Indian Resource Center - Bemidji State University	Red Lake Chippewa, White Earth, Leech Lake	educational institution	1500 Birchmont Drive NE #21	Bemidji	MN	56601
American Indian Studies Program, University of Arizona	tribes nationwide	educational institution	218 Harvill Building, 1103 East 2nd Street	Tucson	AZ	85721-0076
American Indian Studies, Urbana-Champaign	tribes statewide	educational institution	1204 West Nevada Street	Urbana	IL	61801
Center for Native American Studies, Northern Michigan University	various, and nontribal	educational institution	1401 Presque Isle Avenue, Whitman Hall	Marquette	MI	49855
Choctaw Vocational Development	Choctaw	educational institution	16th and Locust; South Building 6739 24th Street; Building 2402	Durant	OK	74701
Columbia Basin Job Corps Department of Indian Studies, University of North Dakota	Spokane	educational institution		Moses Lake	WA	98837
Gordon Cooper Technology Center	tribes statewide	educational institution	PO Box 7103	Grand Forks	ND	58202
Green Country Technology Center	Sac & Fox	educational institution	One John C Bruton Blvd	Shawnee	OK	74804
	Muscogee Creek	educational institution	PO Box 1217	Okmulgee	OK	74447

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Heritage University	Yakama	educational institution	3240 Fort Road	Toppenish	WA	98948
Jefferson Davis Community College - Atmore Campus	Poarch Band of Creek Indians	educational institution	PO Box 958	Brewton	AL	36504
Lac Courte Oreilles Ojibwe Community College - Bad River Outreach Site	Bad River Chippewa	educational institution	PO 297 1833 W. Southern Avenue	Odanah	WI	54861
Mesa Community College-American Indian Center	Salt River Pima Maricopa Statewide	educational institution	1400 Townsend Drive	Mesa	AZ	85202
Michigan Tech University	various	educational institution	Department of Music, Oklahoma State University, 132 Seretean Center	Houghton	MI	49931
Native American Faculty & Staff Association, Oklahoma State University		educational institution	College of Pharmacy, Nursing, Sudro Hall, Room 123 and Allied Sciences, NDSU Dept. 2650	Stillwater	OK	74078
Native American Pharmacy Program, North Dakota State University	ND tribes	educational institution	Dept of History 2141 JFSB, Brigham Young University	Fargo	ND	58108
Native American Studies, Brigham Young University	Utah tribes	educational institution	University of Nebraska, ASH 307	Provo	UT	84602
Native American Studies, University of Nebraska, Omaha	30+ tribes	educational institution	6001 Dodge Street PO Box 19042	Omaha	NE	68182
Northeast Wisconsin Technical College	Oneida, Menominee, Ho Chunk	educational institution	2740 West Mason Street	Green Bay	WI	54307
Northeastern Oklahoma A&M College	9 Oklahoma tribes	educational institution	200 I Street, NE	Miami	OK	74354
Northland Pioneer College, Whiteriver Center	White Mountain Apache	educational institution	PO Box 610	Holbrook	AZ	85941
Northwest Indian College, SKlallam Extended Campus Site	Port Gamble S'Klallam	educational institution	31912 Little Boston Road	Kingston	WA	98346
Office for Economic, Community, & Business Development (OECBD), Humboldt State University	Bear River Tribe of the Ronerville Rancheria, Wiyot Tribe of Table Bluff Rancheria, Blue Lake Rancheria, Trinidad Rancheria, Big Lagoon Rancheria, Resighini Rancheria, Yurok Tribe, Elk Valley Rancheria, Smith River Rancheria, Hoopa Valley Tribe, Karuk Tribe	educational institution	Little Apartments, Rm. 113 7498 East Broadway Road PO Box 8480	Arcata	CA	95521
Saginaw Chippewa Academy	Saginaw Chippewa	educational institution		Mt. Pleasant	MI	48858
Sky People Higher Education	Northern Arapaho	educational institution		Ethete	WY	82514

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Southwestern Michigan College-Dowagiac Campus	Pokagon Potawatomi	educational institution	58900 Cherry Grove Road	Dowagiac	MI	49047
St. Joseph's Indian School	SD Sioux tribes	educational institution	111 South Main Street	Chamberlain	SD	57325-1329
State University College at Fredonia: Native American Consortium	Seneca	educational institution	E- 116 Thompson Hall	Fredonia	NY	14063
Tribal UW-Extension Program	Lac Du Flambeau	educational institution	SUNY Fredonia		WI	
UAF (University of Alaska Fairbanks) Dillingham Center	Yup'ik	educational institution	PO Box 1070	Dillingham	AK	99576
UAF-Kuskokwim Campus	Orutsararmuit Native Village (Bethel)	educational institution	PO Box 368	Bethel	AK	99559
University of Alaska Fairbanks Office of Multicultural Affairs and Diversity	Alaska tribes; Doyon region	educational institution	Eielson Building, Room 104			
University of Alaska Fairbanks, Bristol Bay Campus	Curyung Tribal Council	educational institution	PO Box 756910	Fairbanks	AK	99775-6910
University of Nevada, Center for Student Cultural Diversity	NV tribes	educational institution	P. O. Box 1070	Dillingham	AK	99576
University of Wisconsin - Green Bay, American Intercultural Center	Oneida, Menominee, Ho-Chunk	educational institution	MS 0144, Center for Student Cultural Diversity, Joe Crowley Student Union	Reno	NV	89557
UW Extension Service-Ashland County	Red Cliff, Bad River	educational institution	2420 Nicolet Drive	Green Bay	WI	54311
American Indian Council	Choctaw, and others	educational organization focused on home economics, nutrition, family life workshops and 4H.	Courthouse Room 301	Ashland	WI	54806
AVCP Workforce Development	Native Village of Nunapitchuk; Yup'ik	employment and training nonprofit	310 Armour Road, St. 205	North	WI	64116-
The Harvest Initiative	Crow Creek Sioux	employment center	PO Box 130	Kansas City	MO	3541
American Indian Health Commission for Washington State	WA tribes	environmental nonprofit	PO Box 175	Nunapitchuk	AK	99641
BPO Elks Club #1929	CO River	forum for tribal-state health issues	PO Box 226	Ft.	SD	57339
VFW - Devils Lake	Spirit Lake Sioux	fraternal organization	716 Laguna	Port Angeles	WA	98362
VFW Post 10726	Colorado River	fraternal organization	314 3rd Ave. NE	Parker	AZ	85344
VFW Post 7061	Colorado River	fraternal organization	8889 Riverside Dr.	Devils Lake	ND	58301
American Legion Supper Club	Assiniboine and Sioux; Fort Peck	fraternal organization and restaurant	516 Hopi Avenue	Paker	AZ	85344
National Indian Gaming Association	tribes nationwide	gaming-focused national Native American organization	PO Box 548	Poplar	MT	59255
			224 Second Street SE	Washington	DC	20003

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Public Health Nursing	Winnebago	health and social services	PO Box 752	Winnebago	NE	68071
Family Support Center-Uintah	Ute Uintah Ouray	health and social services organization	259 North 700 East	Roosevelt	UT	84066
Native American Women's Health Education Resource Center	Yankton Sioux, Rosebud, Winnebago	health care and advocacy center	PO Box 572	Lake Andes	SD	57356
Creek Nation Behavioral Health and Substance Abuse	Muscogee Creek	health care and substance abuse clinic	100 West 7th Street	Okmulgee	OK	74447
Apache Youth Wellness Center	San Carlos Apache	health care and wellness center	San Carlos Avenue	San Carlos	AZ	85550
Cattaraugus Indian Reservation Health Center	Seneca	health care and wellness center	1530 Route 438	Irving	NY	14081
Blackfeet Community Health Representative Program	Blackfeet	health care and wellness program	201 First Ave NE	Browning	MT	59417
Angoon Health Clinic	Kootznooow Tlingit	health care center and clinic	PO Box 290	Angoon	AK	99820
Kake Health Center	Organized Village of Kake; Tlingit	health care center and clinic	PO Box 605	Kake	AK	99830
Bingham Memorial Hospital	Shoshone-Bannock	health care center and hospital	98 Poplar Street	Blackfoot	ID	83221
Cloquet Community Memorial Hospital	Fond Du Lac	health care center and hospital	512 Skyline Blvd	Cloquet	MN	55720
Fort Yuma Indian Hospital	Fort Yuma Quechan	health care center and hospital	350 Picacho Rd	Winterhaven	AZ	92283
Ketchikan General Hospital	Ketchikan Indian Corporation; Tlingit & Haida	health care center and hospital	3100 Tongass	Ketchikan	AK	99901
Wrangell Medical Center	Chief Shakes Tribe	health care center and hospital	PO Box 1081	Wrangell	AK	99929
Chevak Clinic	Chevak Native Village; Cup'ik Eskimo	health care clinic	PO Box 212	Chevak	AK	99563
Chignik Lagoon Clinic	Native Village of Chignik Lagoon	health care clinic	PO Box 25	Chignik Lagoon	AK	99565
Chignik Lake Clinic	Chignik Lake Village; Alutiiq	health care clinic	PO Box 24	Chignik Lake	AK	99548
Circle Health Clinic	Circle Native Community; Athabascan	health care clinic	PO Box 109	Circle	AK	99733
Crooked Creek Health Clinic	Village of Crooked Creek	health care clinic	PO Box 49	Crooked Creek	AK	99575
Edith Kawagley Memorial Clinic	Akiak Native Community; Yup'ik Eskimo	health care clinic	PO Box 114	Akiak	AK	99552
Egegik Village Clinic	Egegik Village; Alutiiq	health care clinic	PO Box 69	Egegik	AK	99579
Elim Health Clinic	Native Village of Elim	health care clinic	PO Box 69	Elim	AK	99739
Golovin Clinic	Chinik Eskimo Community	health care clinic	PO Box 62039	Golovin	AK	99762
Goodnews Bay Clinic	Native Village of Goodnews Bay	health care clinic	PO Box 155	Goodnews Bay	AK	99589
Igiugig Health Clinic	Igiugig Village Council; Alutiiq	health care clinic	PO Box 4030	Igiugig	AK	99613
Iliamna Clinic	Village of Iliamna	health care clinic	PO Box 265	Iliamna	AK	99606
Kaktovik Health Clinic	Kaktovik Village; Inupiat	health care clinic		Kaktovik	AK	99747

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Katherine Miksrvaq Olanna Health Clinic	Native Village of Shishmaref	health care clinic	PO Box 133	Shishmaref AK	99772
Kokhanok Clinic	Kokhanok Village; Alutiq and Yup'ik	health care clinic	PO 1008	Kokhanok AK	99606
Koliganek Clinic	New Koliganek Village Council; Yup'ik	health care clinic	PO Box 5060	Koliganek AK	99576
Kotlik Clinic	Village of Kotlik; Yup'ik	health care clinic		Kotlik AK	99620
Koyuk Village Clinic	Native Village of Koyuk; Unalut and Malemiut Eskimo	health care clinic	PO Box 70	Koyuk AK	99753
Koyukuk Health Clinic	Koyukon Athabaskan	health care clinic	PO Box 30	Koyukuk AK	99754
Koyukuk Health Clinic	Koyukon Athabaskan	health care clinic	PO Box 30	Koyukuk AK	99754
Kwigillingok Health Clinic	Native Village of Kwigillingok; Yup'ik	health care clinic	PO Box 69	Kwigillingok AK	99622
Levelock Health Clinic	Levelock Village; Alutiq and Yup'ik	health care clinic	PO Box 49	Levelock AK	99625
Lillian E. Jimmy Memorial Health Clinic	Native Village of Kongiganak; Yup'ik	health care clinic	PO Box 5089	Kongiganak AK	99559
Lime Village Clinic	Lime Village/McGrath Native Village; Denaina Athabaskan	health care clinic		McGrath AK	99627
Little Diomedes Clinic	Native Village of Diomedes; Ingalikmiut Eskimo	health care clinic	General Delivery	Diomedes AK	99762
McGrath Health Center	McGrath Native Village	health care clinic	PO Box 10	McGrath AK	99627
Minne-Tohe Health Center	Mandan, Hirdatsa, and Arikara	health care clinic	1 Minne-Tohe Drive	New Town ND	58763
Mountain Village Health Clinic	Asa'carsarmiut Tribal Council; Yup'ik	health care clinic	PO 32207	Mountain Village AK	99632
Napaskiak Health Clinic	Native Village of Napaskiak; Yup'ik Eskimo	health care clinic	PO Box 6009	Napaskiak AK	99559
New Stuyahok Health Clinic	New Stuyahok Village	health care clinic	PO Box 109	New Stuyahok AK	99636
Newhalen Clinic	Newhalen Village	health care clinic	PO Box 227	Newhalen AK	99606
Newtok Health Clinic	Newtok Village; Yup'ik Eskimo	health care clinic	PO Box 5508	Newtok AK	99559
Nilavena Subregional Clinic	Village of Iliamna	health care clinic	PO Box 290	Iliamna AK	99606
Nondalton Clinic	Nondalton Village Council; Tanaina Indian	health care clinic	PO Box 69	Nondalton AK	99640
North Shore Health Clinic	Native Village of Aleknagik	health care clinic	PO Box 144	Aleknagik AK	99555
North Slope Borough Health Clinic	Inupiat Community of the Arctic Slope	health care clinic	PO Box 69	Barrow AK	99723
Wellness Center					
North Slope Health Clinic	Nulato Village; Koyukon Athabascans	health care clinic	PO Box 89289	Nuqsut AK	99789
Numam Iqua Clinic	Native Village of Numam Iqua; Yup'ik	health care clinic	PO Box 29	Numam Iqua AK	99666
Nunapitchuk Health Clinic	Native Village of Nunapitchuk; Yup'ik	health care clinic		Nunapitchuk AK	99641
Pearl E. Johnson Sub-Regional Clinic	Chuloonawick Native Village	health care clinic	PO Box 282	Emmonak AK	99581
Pedro Bay Health Clinic	Pedro Bay Village; Denaina Indian	health care clinic	PO Box 47025	Pedro Bay AK	99647

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Pilot Station Clinic	Pilot Station Traditional Village; Yup'ik	health care clinic	PO Box 5089	Pilot Station	AK	99650
Platinum Village Clinic	Platinum Traditional Village	health care clinic	PO Box 49	Platinum	AK	99651
Point Hope Health Clinic	Native Village of Point Hope;	health care clinic	PO Box 49	Point Hope	AK	99766
Point Lay Clinic	Tikeragmiut Inupiat Eskimos	health care clinic	PO 59007	Point Lay	AK	99759
Port Heiden Clinic	Native Village of Point Lay; Inupiat	health care clinic	PO Box 49057	Port Heiden	AK	99549
Scammon Bay Clinic	Native Village of Port Heiden; Alutiiq	health care clinic		Scammon Bay	AK	99662
Stevens Village Clinic	Native Village of Scammon Bay; Yup'ik	health care clinic		Stevens Village	AK	99774
Teller Health Clinic	Native Village of Stevens; Kutchin Indians	health care clinic	PO Box 30	Teller	AK	99778
Toby Anungazuk Sr. Memorial Health Clinic (Wales Clinic)	Native Village of Teller; Kawerak Eskimo	health care clinic				
Tuluksak Clinic	Native Village of Wales; Kinugmiut Eskimo	health care clinic	PO Box 530	Wales	AK	99783
Wainwright Health Clinic	Tuluksak Native Community; Yup'ik	health care clinic	PO 194	Tuluksak	AK	99679
Mescalero Indian Hospital	Village of Wainwright; Inupiat Eskimos	health care clinic	PO Box 90	Wainwright	AK	99782
Sanford Mid-Dakota Hospital	Mescalero Apache	health care clinic and hospital	301 Sage Avenue	Mescalero	NM	88340
Togiak Sub-Regional Health Clinic	Lower Brule, Crow Creek	health care clinic and hospital	300 South Byron Boulevard	Chamberlain	SD	57325
Alaska Island Community Services	Togiak Traditional Council; Yup'ik Eskimo	health care clinic and hospital center	Main St	Togiak	AK	99678
Ambler Clinic	Chief Shakes Tribe	health care clinic and wellness center	PO Box 1231	Wrangell	AK	99929
Camal Community Health Center	Native Village of Ambler	health care clinic and wellness center	PO Box 110	Ambler	AK	99786
Delaware Tribe Wellness Center	Naknek Village	health care clinic and wellness center	PO Box 211	Naknek	AK	99633
East Tulsa Family Health Center	Delaware, Osage	health care clinic and wellness center	170 Northeast Barbara Avenue	Bartlesville	OK	74006
Fort Yates Public Health Clinic	Standing Rock Sioux	health care clinic and wellness center	11511 E 21st St	Tulsa	OK	74129
Heart Butte Health Station	Blackfeet	health care clinic and wellness center	M10 North River Road	Fort Yates	ND	58538
Indian Health Board of Nevada Inc.	NV tribes	health care clinic and wellness center	PO Box 80	Heart Butte	MT	59448
LCO Health Center	Lac Courte Oreilles	health care clinic and wellness center	1325 Airmotive Way, Suite 300	Reno	NV	89502
			13380 W Trepania Rd	Hayward	WI	54843

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Mid Town Family Health Center	Delaware, Osage	health care clinic and wellness center	102 N Denver, Ste B	Tulsa	OK	74103
Morton Comprehensive Health Services	Delaware, Osage	health care clinic and wellness center	1334 N. Lansing Ave	Tulsa	OK	74106
Nightmute Health Clinic	Native Village of Nightmute	health care clinic and wellness center	P.O. Box 11	Nightmute	AK	99690
Nimkee Clinic	Saginaw Chippewa	health care clinic and wellness center	2591 South Leaton Road	Mt. Pleasant	MI	48858
Nowata Family Health Center	Delaware, Osage	health care clinic and wellness center	207 S Locust	Nowata	OK	74048
Prairie Band Potawatomi Health & Wellness Center	Prairie Band Potawatami	health care clinic and wellness center	11400 158th Rd	Mayetta	KS	66509
South Dakota Urban Indian Health - Aberdeen	Standing Rock Sioux, Sisseton Wahpeton, Cheyenne River	health care clinic and wellness center	1315 6th Avenue SE, Suite 6	Aberdeen	SD	57401
South Dakota Urban Indian Health - Pierre	Crow Creek, Lower Brule, Cheyenne River	health care clinic and wellness center	1714 Abbey Road	Pierre	SD	57501
South Dakota Urban Indian Health - Sioux Falls	Yankton Sioux, Flandreau Sioux plus all other SD and various urban	health care clinic and wellness center	711 N Lake Ave	Sioux Falls	SD	57104
Towaoc Service Unit	Ute Mountain Ute	health care clinic and wellness center	General Delivery	Towaoc	CO	81334
Community Health Representatives	Turtle Mountain Chippewa	health care organization	PO Box 900	Belcourt	ND	58316
United American Indian Involvement, Inc.	CA tribes and urban	health care referral association	1125 W 6th Street, Suite 103	Los Angeles	CA	90017
Arctic Village Clinic	Arctic Village	health clinic and wellness center	PO 202030	Arctic Village	AK	99722
Chefornak Clinic	Village of Chefornak	health clinic and wellness center	General Delivery	Chefornak	AK	99561
Kipnuk Clinic	Native Village of Kipnuk; Yup'ik Eskimo	health clinic and wellness center	PO Box 183	Kipnuk	AK	99614
Trenton Indian Service Area	Turtle Mountain, Standing Rock, Three Affiliated, other ND tribes	health organization	PO Box 210	Trenton	ND	58853
Northwest Portland Area Indian Health Board	43 different tribes around WA state	health-focused inter-tribal council	2121 SW Broadway, Suite 300	Portland	OR	97201
National Council of Urban Indian Health	tribes nationwide	health-focused national Native American organization	924 Pennsylvania Ave SE	Washington	DC	20003
National Indian Health Board	tribes nationwide	health-focused national Native American organization	926 Pennsylvania Avenue, SE	Washington	DC	20003
American Indian Health Management and Policy	Gila River; All AZ tribes	health-focused nonprofit	4520 N Central Avenue	Phoenix	AZ	85012
American Indian Prevention Coalition	Gila River; All AZ tribes	health-focused nonprofit	4520 N Central Avenue	Phoenix	AZ	85012
Native Health	Gila River; All AZ tribes	health-focused nonprofit	4520 N Central Avenue	Phoenix	AZ	85012

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Aberdeen Area Tribal Chairman's Health Board	17 different tribes	health-related inter-tribal council	1770 Rand Road	Rapid City	SD	57702
Medicine Bear Shelter	Blackfeet and other	homeless shelter, soup kitchen, job training, and support center	PO Box 932	Browning	MT	59417
Norman Regional Hospital	All OK tribes	hospital and wellness center	901 N. Porter	Norman	OK	73071
Native American Housing	Kiowa	housing organization	1061/2 E. Bradway	Anadarko	OK	73005
Indian Land Working Group (ILWG)	tribes statewide	Indian land organization	3015 Ashkirk PI SE	Rio Rancho	NM	87124
Alaska Inter-Tribal Council	AK Native Villages	inter-tribal advocacy organization	445 East Fifth Ave.	Anchorage	AK	99501
Intertribal Trust Fund Monitoring Association	65 different tribes	inter-tribal advocacy organization	2309 Renard SE Suite 212	Albuquerque	NM	87106
Inter-Tribal Council Inc.	9 Oklahoma tribes	inter-tribal coordinating organization	21 North Eight Tribes Trail	Miami	OK	74354
ATNI (Affiliated Tribes of Northwest Indians)	57 tribes in the Northwest	inter-tribal council	1827 NE 44th Ave., Suite 130	Portland	OR	97213-1443
Intertribal Council of California	all CA tribes	inter-tribal council	2755 Cottage Way Ste. 14	Sacramento	CA	95825
Olympic Peninsula Intertribal Cultural Committee	Lower Elwha Klallam, Jamestown S'Klallam, Makah, Hoh, Port Gamble, Skokomish, Quileute, Quinault	inter-tribal council	600 E Park Avenue	Port Angeles	WA	98363
Eight Northern Indian Pueblos Council	Taos, Picuris, Santa Clara, San Juan, San Ildefonso, Nambé, Pojoaque, Tesuque	inter-tribal cultural advocacy council	PO Box 969	Ohkay Owingeh	NM	87566
Great Plains Indian Gaming Association	24 federally recognized tribes in ND, SD, MT, WY, NE, KS, IA	inter-tribal gaming organization	PO Box 1983	Bismarck	ND	58502-1983
Great Lakes Inter-Tribal Council	Lac Du Flambeau, Bad River, Forrest County Potawatomi, Ho Chunk, Lac Court Oreilles, Lac Vieux Desert, Menominee, Oneida, Red Cliff, Sakaogon, St. Croix and Stockbridge-Munsee	inter-tribal organization	PO Box 9	Lac Du Flambeau	WI	54538
Midwest Alliance of Sovereign Tribes	Tribes from Minnesota, Wisconsin, Michigan, Iowa	inter-tribal organization	1011 Main Street PO Box 265	Gresham	WI	54128
Southern California Tribal Chairmen's Association	19 CA tribes	intertribal advocacy organization	36146 Pala Temecula Rd, Building H	Pala	CA	92059
Intertribal Timber Council	tribes nationwide	intertribal environmental organization	1112 Northeast 21st Avenue, Suite 4	Portland	OR	97232
American Indian OIC	Ojibwe, Dakota, a few Oneida	job training and employment center	1845 East Franklin Avenue	Minneapolis	MN	55404
Colorado River Employment and Development Training	Colorado River (Mojave, Hopi, Navajo, Chemeuval)	job training and employment center	26600 Mojave Road	Parker	AZ	85344

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Four Tribes Consortium	Apache, Wichita, Delaware, Fort Apache	job training and employment center	115 SW 2nd St	Anadarko	OK	73005
Kitsap County Human Services	Port Gamble, Suquamish	job training and employment center	614 Division Street, MS-23	Port Orchard	WA	98366
La Paz Career Center	Colorado River	job training and employment center	1113 Kofa Avenue	Parker	AZ	85344
Northeast Montana Job Service Workforce Center	Assiniboine and Sioux Fort Peck	job training and employment center	201 Main Street	Wolf Point	MT	59201
Northwest Wisconsin Concentrated Employment Program, Inc	Bad River, Red Cliff,	job training and employment center	101 Main Street West, Suite 100	Ashland	WI	54806
The 477 Employment and Training Program	Assiniboine and White Clay (Gros Ventre)	job training and employment center	RR 1	Harlem	MT	59526
Workforce Oklahoma, Ponca City Center	Ponca, Kaw, Tonkawa, Otoe-Missouria	job training and employment center	1201 W Grand Ave.	Ponca City	OK	74601
Workforce Oklahoma, Shawnee Center	Sac & Fox	job training and employment center	2 John C Bruton Blvd.	Shawnee	OK	74804
California Indian Manpower Consortium, Inc.	various CA Tribes	job training and employment services	738 North Market Blvd.	Sacramento	CA	950834
Job Service of North Dakota	Spirit Lake Sioux	job training and employment services	301 College Drive South	Devils Lake	ND	58301
Wichita Workforce Center	Kansas tribes	job training and employment services	150 N Main	Wichita	KS	67202
Riverton and Lander Workforce Center	Eastern Shoshone, Northern Arapaho	job training center	455 Lincoln Street	Lander	WY	82520
American Indian Law Center, Inc.	Pueblo, Apache, Navajo and 25 other tribes.	legal and public policy organization	PO Box 4456	Albuquerque	NM	87196
Indian Legal Assistance Program	Mille Lacs, Fond du Lac, Bois Forte	legal nonprofit	107 W. First Street	Duluth	MN	55802
National Indian Justice Center	CA tribes and nationwide	legal nonprofit	5250 Aero Drive	Santa Rosa	CA	95403
Native American Rights Fund	tribes nationwide	legal nonprofit	1506 Broadway	Boulder	CO	80302-6296
Tribal Law & Policy Institute, Tribal Court Clearinghouse	tribes nationwide	legal organization and online database	8235 Santa Monica Blvd., Suite 211	West Hollywood	CA	90046
Center for Indian Law and Policy	tribes nationwide	legal resource center	901 12th Avenue	Seattle	WA	98122
Center for Indigenous Law, Governance & Citizenship	tribes nationwide	legal resource center	College of Law, Suite 263	Syracuse	NY	13244
California Indian Legal Services	various CA Tribes	legal services organization	609 S. Escondido Boulevard	Escondido	CA	92025
Anadarko Heritage Museum	Caddo, Fort Sill Apache, Delaware	museum	311 East Main Street	Anadarko	OK	73005-3023

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Bartlesville Area History Museum	Delaware	museum	City Building Center, 5th Floor, 401 South Johnstone Ave	Bartlesville	OK	74003
Comanche National Museum and Cultural Center	Comanche	museum	701 NW Ferris Avenue	Lawton	OK	73507
Eiteljorg Museum-American Indian Art	Pokagon Potawatomi	museum	500 West Washington Street	Indianapolis	IN	46204
Five Civilized Tribes Museum	Cherokee, Chickasaw, Choctaw, Muscogee Creek, Seminole	museum	1101 Honor Heights Drive	Muskogee	OK	74401
Heard Museum	various	museum	2301 N. Central Avenue	Phoenix	AZ	85004
California Indian Museum and Cultural Center	CA tribes	museum and cultural center	5250 Aero Drive	Santa Rosa	CA	95403
Yakama Nation Museum & Cultural Center	Yakama	museum and cultural center	Spiel-yi Loop	Toppenish	WA	98948
The Seneca-Iroquois National Museum	Seneca	musuem	814 Broad Street	Salamanca	NY	14779
National Native American Law Enforcement Association	tribes nationwide	national association	Ronald Reagan Building, 1300 Pennsylvania Ave. NW, Suite 700	Washington	DC	20004
Native American Contractors	tribes nationwide	national association	1514 P Street NW, Suite 2	Washington	DC	20005
National Center for American Indian Enterprise Development	tribes nationwide	national economic development organization	953 East Juanita Avenue	Mesa	AZ	85204
American Indian College Fund	tribes nationwide	national educational organization	8333 Greenwood Blvd	Denver	CO	80221
Center for World Indigenous Studies	tribes nationwide	national educational organization	PMB 214, 1001 Cooper Point Road SW Suite 140	Olympia	WA	98502
National Indian Education Association	tribes nationwide	national educational organization	110 Maryland Avenue, N.E., Ste. 104	Washington	DC	20002
Association of American Indian Physicians	various	national Native American organization	1125 Sovereign Row, Ste 103	Oklahoma City	OK	73108
National Society for American Indian Elderly	tribes nationwide	national non-profit focused on quality of life of Native American elderly	200 East Fillmore Street #151	Phoenix	AZ	85004
National Indian Women's Health Resource Center	tribes nationwide	national non-profit organization focused on health and welfare of Native American women	228 S. Muskogee	Tahlequah	OK	74464
Council of Energy Resource Tribes	tribes nationwide	national resource organization	3545 South Tamarac Drive, Suite 320	Denver	CO	80237
Native American Studies Program, Minot State University	Turtle Mountain, Fort Berthold, Chippewa, Spirit Stoux	Native American studies program	500 University Avenue, West	Minot	ND	58707

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Native American Studies, University of Oklahoma	Cherokee, Commanche, Choctaw, Kiowa, all tribes in Oklahoma	Native American studies program	633 Elm Avenue, Room 216	Norman	OK	73019-3119
American Indian Studies Program, University of Wyoming	Northern Arapaho, Eastern Shoshone	Native American studies program and resource center	Ross Hall 113, Dept. 4297, 1000 E. University Ave.	Laramie	WY	82071
UNC American Indian Center	Eastern Cherokee, Haliwa-Saponi	Native American studies program and resource center	CB 3457, 113A Abernethy Hall	Chapel Hill	NC	27599
United Indian Tribal Youth, Inc. (UNITY, Inc.)	tribes nationwide	Native American youth leadership organization	500 N. Broadway, Suite 10	Oklahoma City	OK	73101
Black Mesa Water Coalition	Navajo, Hopi, Pueblo	Navajo environmental organization	PO Box 613	Flagstaff	AZ	86002
Shii Shi Keyah Allottee Association	Navajo	non-profit allottee organization	7 County Rd 5063	Bloomfield	NM	87413
Shii Shi Keyah Allottee Association - Kirtland	Navajo	non-profit allottee organization	30 County Rd 6570 NBU2A6	Kirtland	NM	87417
Great Plains Tribal Chairman's Association	Great Plains tribes	non-profit tribal chairman's association	1926 Sterling Street	Rapid City	SD	57702
KILI Radio, "Voice of the Lakota Nation"	Pine Ridge, Cheyenne River, Rosebud	noncommercial radio	PO Box 150	Porcupine	SD	57772
Eastern Navajo Allottee Association	Navajo	nonprofit allottee association	PO Box 2642	Gallup	NM	87305
Oklahoma Indian Land and Mineral Owners of Associated Nations (OILMAN)	Cherokee, Chickasaw, Choctaw, Muscogee Creek, Seminole	nonprofit allottee association	926 Ridge Drive	McLean	VA	22101
Fort Hall Landowners Alliance	Shoshone-Bannock	nonprofit allottee organization	PO Box 847	Ft. Hall	ID	83203
Indian Land Working Group (ILWG) - Del LeCompte	Standing Rock Sioux	nonprofit allottee organization	PO Box 268	Fort Yates	ND	58538
Soaring Eagle	Cheyenne, Crow, Sioux, Navajo	nonprofit assisted living facility	745 Indian Trail	Billings	MT	59103-0879
Dakota Indian Foundation	Crow Creek Sioux, Dakota Sioux and other Sioux tribes.	nonprofit charitable group	PO Box 340	Chamberlain	SD	57325
Navajo United Way, Inc.	Navajo	nonprofit charitable group	PO Box 309	Window Rock	AZ	86515
River Cities United Way	Colorado River	nonprofit charitable group	PO Box 966	Laughlin	NV	32310
Lakota Fund	Oglala Sioux	nonprofit community and financial development organization	PO Box 340	Kyle	SD	57752
Native American Heritage Association	tribes nationwide	nonprofit cultural organization	830 F. John Marshall Highway	Front Royal	VA	22630
Oceti Wakan	Oglala Sioux	nonprofit cultural organization	789 Tobacco Road	Pine Ridge	SD	57770-1958
Turtle Mountain Arts Association	Turtle Mountain Chippewa	nonprofit cultural organization	PO Box 1048	Belcourt	ND	58316

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Native American Fish & Wildlife Society	tribes nationwide	nonprofit environmental association	8333 Greenwood Blvd., Suite 260	Denver	CO	80221
Eagle Opportunity	tribes nationwide	nonprofit focused on community and economic development		Rapid City	SD	
National Indian Council on Aging	Lawton Comanche, Laguna Pueblo, other western tribes	nonprofit for Native American elderly	10501 Montgomery Blvd NE Ste 210	Albuquerque	NM	87111
Native American Women's Health Education Resource Center	Yankton Sioux, Rosebud, Winnebago	nonprofit health and advocacy organization	PO Box 572	Lake Andes	SD	57356
Cleveland County Historical Society	many Oklahoma tribes, due to university town/proximity	nonprofit historical society	508 N. Peters Ave	Norman	OK	73069
Pawnee County Historical Society & Museum	Pawnee	nonprofit historical society	513 6th Street	Pawnee	OK	74058
Alaska Native Health Board	AK Native Villages	nonprofit inter-tribal health care organization	1840 Bragaw Street, Suite 220	Anchorage	AK	99508
DNA People's Legal Services	primarily Navajo	nonprofit legal aid organization	PO Box 306	Window Rock	AZ	86515
Indian Law Resource Center	various	nonprofit legal services organization	602 North Ewing Street	Helena	MT	59601
Native American Connections, Inc.	Ak-Chin Indian Community, Cocopah Tribe, Colorado River Indian Tribes, Fort McDowell Yavapai Nation, Fort Mojave Tribe, Gila River Indian Community, Havasupai Tribe, Hopi Tribe, Hualapai Tribe, Kaibab-Paiute Tribe, Pascua Yaqui Tribe, Pueblo of Zuni, Quechan Tribe, Salt River Pima-Maricopa Indian Community, San Carlos Apache Tribe, San Juan Southern Paiute, Tohono O'odham Nation, Tonto Apache, White Mountain Apache, Yavapai-Apache, Yavapai-Prescott	nonprofit social services organization	4520 N Central Avenue, Suite 600	Phoenix	AZ	85012
The Prayer Lodge	Crow and Northern Cheyenne	nonprofit women's retreat and community center	HC 42 Box 515	Busby	MT	59016
The Pokagon Fund, Inc.	Pokagon Potawatomi	nonprofit financial organization	821 E. Buffalo Street	New Buffalo	MI	49117
National Tribal Environmental Council	tribes nationwide	organization for protection and preservation of tribal environments	4520 Montgomery Blvd. NE, Suite 3	Albuquerque	NM	87109
Anadarko Community Library	Caddo, Ft. Sills Apache, Delaware	public library	215 West Broadway	Anadarko	OK	73005-2841
Atmore Public Library	Poarch Band of Creek Indians	public library	700 East Church Street	Atmore	AL	36502

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Bartlesville Public Library	Delaware	600 South Johnstone Avenue	public library	Bartlesville	OK	74003
Beck Bookman Library	Pokagan Potawatomi	420 West 4th Street	public library	Holton	KS	66436
Black River Falls Library	Ho-Chunk	222 Fillmore Street	public library	Black River Falls	WI	54615
Brown County Library	Oneida	515 Pine Street	public library	Green Bay	WI	54301
Carlton Public Library	Fond Du Lac	310 Chestnut Avenue	public library	Carlton	MN	55718
Carnegie Public Library	Kiowa	PO Box 7	public library	Carnegie	OK	73015
Cass Lake Community Library	Leech Lake Band of Chippewa	PO 836	public library	Cass Lake	MN	56633
Cherokee City County Public Library	Cherokee	123 South Grand Avenue	public library	Cherokee	OK	73728-2028
Chukchi Consortium Library	Native Village of Kotzebue; Inupiat					
Cloquet Public Library	Eskimo	604 Third Street	public library	Kotzebue	AK	99752
Cook Public Library	Fond Du Lac	320 14th Street	public library	Cloquet	MN	55720
Cortez Public Library	Bois Forte Chippewa	103 S River St	public library	Cook	MN	55723
	Ute Mountain	202 North Park Street	public library	Cortez	CO	81321
Cozard Memorial Library	Lower Brule and Crow Creek	110 East Lawler Avenue	public library	Chamberlain	SD	57325
Dakota Club Library	Cheyenne River	PO Box 37	public library	Eagle Butte	SD	57625
Date land Library	Fort Yuma Quechan	Avenue 64E & Interstate 8	public library	Date land	AZ	85333
Dillingham Library	Curyung Tribal Council	361 D Street	public library	Dillingham	AK	99576
Douglas County Public Library	Washoe	1625 Library Lane	public library	Minden	NV	89423
Dowagiac District Library	Pokagon Potawatomi	211 Commercial Street	public library	Dowagiac	MI	49047
El Reno Carnegie Library	Cheyenne-Arapaho	215 E. Wade	public library	El Reno	OK	73036
Ferndale Library	Lummi	PO Box 1209	public library	Ferndale	WA	98248
Fernley Branch Library	Pyramid Lake Paiute	575 Silver Lace Blvd	public library	Fernley	NV	89408
Foothills Library	Fort Yuma Quechan	13226 E. South Frontage Rd	public library	Yuma	AZ	85367
Fort Belknap Library	Fort Belknap	Jct. Rte. 2 & 66	public library	Harlem	MT	59526
Fremont County Public Library System	Northern Arapaho Wind River	451 North 2nd Street	public library	Lander	WY	82520
Heritage Library	Fort Yuma Quechan	350 Third Ave	public library	Yuma	AZ	85364
Hoopa Library	Hoopa Valley	Loop Road	public library	Hoopa	CA	95546
Ira H Hayes Memorial Library	Gila River	PO Box 97	public library	Sacaton	AZ	85147
Jefferson County Library	Warm Springs	241 SE 7th Street	public library	Madras	OR	97741
Juneau Public Libraries	Tlingit & Haida	292 Marine Way	public library	Juneau	AK	99801
Kegoayah Kozga Library	Nome Eskimo Community	PO Box 1168	public library	Nome	AK	99762
Ketchikan Public Library	Ketchikan Indian Corporation; Tlingit & Haida	629 Dock Street	public library	Ketchikan	AK	99901
Kingston Branch of the Kitsap Regional Library System	Port Gamble S'Klallam	PO Box 519	public library	Kingston	WA	98346

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Lac Du Flambeau Public Library	Lac Du Flambeau	public library	622 Peace Pipe Road, Box 368	Lac Du Flambeau	WI	54538
Lake Region Public Library	Spirit Lake Sioux	public library	423 7th Street NE	Devils Lake	ND	58301-2529
Land O'Lakes Public Library	Lac Vieux Desert	public library	PO Box 450	Land O'Lakes	WI	54540
Lawton Library	Comanche	public library	Lawton Library 110 SW 4th Street	Lawton	OK	73501
Little Boston Branch, Kitsap Regional Library System	Port Gamble Sklallam	public library	31912 Little Boston Road NE	Kingston	WA	98346
Lyon County Library System	Walker River Paiute: Yerington Paiute White Earth	public library	20 Nevin Way	Yerington	NV	89447
Mahnomen Public Library	White Earth	public library	PO Box 476	Mahnomen	MN	56557
Marshall Public Library	Shoshone-Bannock	public library	113 South Garfield Avenue	Pocatello	ID	83204
McAlester Oklahoma Library	Choctaw	public library	401 N 2nd St	McAlester	OK	74501
McCloud Public Library	Kickapoo	public library	133 North Main Street	McCloud	OK	74851
Menominee Tribal/County Library	Menominee	public library	W2760 Chief Little Wave Rd.	Keshena	WI	54135
Mescalero Community Library	Mescalero Apache	public library	PO Box 1090	Mescalero	NM	88340
Miami Public Library	Miami	public library	148 Cottonwood Drive 200 North Main	Miami	OK	74354
Minnewaukan Library	Spirit Lake Sioux	public library	130 Main Street	Minnewaukan	ND	58351
Mt. Pleasant Veterans Memorial Library, Chippewa River District Library System	Saginaw Chippewa Nenana Native Association;	public library	301 South University Avenue	Mt. Pleasant	MI	48858
Nenana City Public Library	Athabaskan	public library	PO Box 40	Nenana	AK	99760
Neosho/Newton County Library	Eastern Shawnee	public library	201 W. Spring Street	Neosho	MO	64850
Nez Perce Community Library	Nez Perce	public library	502 Oak Street	Nez Perce	ID	83543
Niobrara Public Library	Santee Sioux	public library	PO Box 227	Niobrara Village	NE	68760
Norman Public Library	Absentee Shawnee	public library	225 North Webster Avenue	Norman	OK	73069
Nowata City County Library	Delaware, Cherokee	public library	224 South Pine Street	Nowata	OK	74048
Ojibwa Community College Library	Keweenaw Bay Chippewa	public library	409 Superior Avenue 218 South Okmulgee Avenue	Baraga	MI	49908
Okmulgee City Library	Muscogee Creek	public library	204 Roosevelt Road	Okmulgee	OK	74447
Onamia Area Friends of the Library	Mille Lacs Band	public library		Onamia	MN	56359

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Parker Public Library	CO River (primary), Mojave, Navajo,	public library	1001 S. Navajo	Parker	AZ	85344
Pawhuska City Library	Hopi, Chemehuevi	public library	900 Lynn Avenue	Pawhuska	OK	74056
Pawnee Public Library	Osage	public library	653 Illinois Street	Pawnee	OK	74058
Peterburg Public Library	Pawnee	public library	PO Box 549	Petersburg	AK	99833
Ponca City Library	Petersburg Indian Association; Tlingit Ponca, Kaw, and several OK tribes	public library	515 E. Grand	Ponca City	OK	74601
Port Angeles Main Library - North	Lower Elwha Klallam, Jamestown	public library	2210 South Peabody Street	Port Angeles	WA	98362
Olympic Library System	Skilallam, Hoh, Quileute	public library	5210 Stuart Avenue	Chubbuck	ID	83202
Portneuf District Library	Shoshone-Bannock	public library	810 Acquoni Road	Cherokee	NC	28719
Qualla Boundary Library	Eastern Band Cherokee	public library	323 West Beech Street	Durant	OK	74701
Robert Lee Williams Library	Choctaw	public library	5151 S. Avenue 39E	Roll	AZ	85347
Roll Library	Fort Yuma Quechan	public library				
Round Valley Public Library of Covelo	Round-Valley	public library	76405 Covelo Road	Covelo	CA	95428
San Carlos Public Library	San Carlos Apache	public library	89 San Carlos Avenue	San Carlos	AZ	85550
San Luis Library	Fort Yuma Quechan	public library	1075 N. 6th Ave.	San Luis	AZ	85349
Seneca Branch Library	Eastern Shawnee	public library		Seneca	MO	
Seneca Nation Indian Library	Seneca	public library	1510 New York 438	Irving	NY	14081
Shawnee Public Library	Citizen Potawatomi	public library	101 North Philadelphia St	Shawnee	OK	74801
Somerton Library	Fort Yuma Quechan	public library	240 Canal Street	Somerton	AZ	85350
South Sioux City Public Library	Winnebago, Omaha, Ponca, Sioux, others	public library	2121 Dakota Avenue	South Sioux City	NE	68776
Spokane Public Library	Spokane	public library	906 W. Main	Spokane	WA	99201
Stroud Public Library	Sac & Fox	public library	PO Box 599	Stroud	OK	74079
Taos Public Library	Taos Pueblo	public library	402 Camino De La Placita	Taos	NM	87571
Toppenish Library	Yakama	public library	1 South Elm	Toppenish	WA	98948
Walthill Public Library	Omaha	public library	222 Main Street, Box 466	Walthill	NE	68067
Warm Springs Public Library	Warm Springs	public library		Warm Springs	OR	97761
Wellton Library	Fort Yuma Quechan	public library	28790 San Jose Ave	Wellton	AZ	85356
Whiteriver Public Library	White Mountain Apache	public library	PO Box 370	Whiteriver	AZ	85941
Whiting Public Library	Omaha	public library	407 Whittier Street	Whiting	IA	51063
Wrangell Library	Chief Shakes Tribe	public library	PO Box 679	Wrangell	AK	99929
Yakama Valley Regional Library	Yakama	public library	102 N. 3rd Street	Yakima	WA	98901
Yuma County Library District	Fort Yuma Quechan	public library	2951 S. 21st Dr.	Yuma	AZ	85364
Hoquiam Timberland Library - Timberland Library District	Quinalt, Queets	public library system	420 7th Street	Hoquiam	WA	98550

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Spokane County Library District	Spokane	public library system	4322 N. Argonne Road	Spokane	WA	99212-1868
Yuma County Main Library District	Fort Yuma Quechan	public library system	2951 S. 21st Dr	Yuma	AZ	85364
University of Oklahoma, KGOU Radio	tribes statewide Village of Wainwright; Inupiat Eskimos	public radio station	860 Van Vleet Oval, Rm. 300	Norman	OK	73019
Alak School		public school	PO Box 10	Wainwright	AK	99782
Anna Tobeluk Memorial High School	Native Village of Nunapitchuk; Yup'ik	public school	PO Box 150	Nunapitchuk	AK	99641
Bennett County Public School	Rosebud Sioux, Oglala Sioux	public school	402 2nd Ave.	Martin	SD	57551
Carnegie Elementary School	Kiowa	public school	315 Carnegie Avenue	Carnegie	OK	73015
Carnegie High School	Kiowa	public school	315 South Carnegie	Carnegie	OK	73015
Catholic Indian Mission – Saint Bernard Mission School	Standing Rock Sioux	public school	1 Mission Ave.	Fort Yates	ND	58538
Chevak School	Chevak Native Village; Cup'ik Eskimo	public school	985 Ksd Way	Chevak	AK	99563
Chignik Bay School	Chignik Bay Tribal Council	public school	School Road	Chignik Bay	AK	99564
Crow Creek Reservation High School	Crow Creek, Rosebud, Pine Ridge.	public school	105 Crow Creek Loop	Highmore	SD	57345
Crow Village Sam School	Native Village of Chuathbaluk	public school	PO CHU	Chuathbaluk	AK	99557
David-Louis Memorial School	Organized Village of Grayling; Holikachuk and Ingalik Indians	public school	315 3rd Street	Grayling	AK	99590
Deering School	Native Village of Deering; Inupiat Eskimo	public school	PO Box 36009	Deering	AK	99736
Eek School	Native Village of Eek	public school	PO Box 50	Eek	AK	99578
Eel River Charter School	Round Valley	public school	PO Box 218	Covelo	CA	95428
El Reno Sacred Heart Catholic School	Cheyenne-Arapaho	public school	210 South Evans Avenue	El Reno	OK	73036
Fort Yukon School District	Native Village of Fort Yukon; Gwich'in Athabaskan	public school	335 Main Street PO Box 129	Fort Yukon	AK	99740
Four Winds Elementary School	Spirit Lake Sioux	public school	200 D Ave South	Minnewaukan	ND	58351
Gambell School	Native Village of Gambell	public school	169 Main Street	Gambell	AK	99742
George Morgan Senior High School	Village of Kalskag; Yup'ik	public school	PO Box 30	Kalskag	AK	99607
Harold Kaveolook School	Kaktovik Village; Inupiat	public school	PO Box 20	Kaktovik	AK	99747
Hays/Lodgepole High School	Assiniboine and White Clay (Gros Ventre)	public school	PO Box 110	Hays	MT	59527
Heart Butte School	Blackfeet	public school	1 New School Rd	Heart Butte	MT	59448
Iglugig School	Iglugig Village Council; Alutitq	public school	PO Box 4010	Iglugig	AK	99613

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Innoko River School	Shageluk Native Village; Deg Hit'an Athabascan	public school	PO Box 49	Shageluk Warm Springs	AK OR	99665 97761
Jefferson County Middle School	Warm Springs	public school	Moose Loop 4	Hughes Lower	AK	99745
Johnny Oldman School (Hughes)	Hughes Village; Hut'odleekkaakk'et Tribe; Koyukon Athabascan	public school	123 Main Street	Kalskag	AK	99626
Joseph S. & Olinga Gregory Elementary School	Village of Lower Kalskag; Yup'ik	public school	PO Box 30	Kaitag	AK	99748
Kaitag School	Koyukon Athabascan	public school	PO Box 190	Kiana	AK	99749
Kiana School	Native Village of Kiana; Inupiat	public school	PO Box 490	Wales	AK	99783
Kingkmiut Ilisagvik (Wales School)	Native Village of Wales; Kinugmiut Eskimo	public school	PO Box 1109	Kokhanok	AK	99606
Kokhanok School	Kokhanok Village; Alutiq and Yup'ik	public school	744 3rd Avenue	Kotzebue	AK	99752
Kotzebue Middle/High School	Native Village of Kotzebue; Inupiat Eskimo	public school	PO Box 9	Koyuk Lower	AK	99753
Koyuk High School	Native Village of Koyuk; Unalit and Malemiut Eskimo	public school	PO Box 109	Kalskag	AK	99626
Kuspuk-Lower Elementary School	Village of Lower Kalskag; Yup'ik	public school	800 School Road	Kwigillingok	AK	99622
Kwigillingok School	Native Village of Kwigillingok; Yup'ik	public school	PO Box 8087	Levelock	AK	99625
Levelock School	Levelock Village; Alutiq and Yup'ik	public school	General Delivery	Tuntutuliak	AK	99680
Lewis Angapak Memorial School	Tuntutuliak Traditional Council; Yup'ik	public school	PO 7099	Diomedes Little	AK	99762
Little Diomedes Grade School	Native Village of Diomedes; Ingalikmiut Eskimo	public school	PO Box 488	Diomedes	AK	99762
Little Diomedes High School	Native Village of Diomedes	public school	PO Box 290	Diomedes Warm Springs	AK OR	99762 97761
Madras High School	Warm Springs	public school	PO Box 348	Mandaree	ND	58757
Mandaree Public School District #36	Mandan, Hidatsa, and Arikara	public school	1200 School Road	McGrath	AK	99627
McGrath School	McGrath Native Village	public school	PO Box 348	Port Heiden	AK	99549
Mescalero Apache Elementary School	Mescalero Apache	public school	130 Elliot Highway	Minnewaukan	ND	58351-0348
Mescalero Apache High School	Mescalero Apache	public school	101 School Road	Minto	AK	99758
Mescalero Apache Middle School	Mescalero Apache	public school		Toksook Bay	AK	99637
Meshik School (Port Heiden)	Native Village of Port Heiden; Alutiq	public school				
Minnewaukan Elementary School and High School	Spirit Lake Sioux Native Village of Minto; Tanana Athabascans	public school				
Minto School	Native Village of Minto; Tanana Athabascans	public school				
Nelson Island School	Nunakuyarmiut Tribe; Yup'ik	public school				

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Nett Lake Elementary School	Bois Forte Chippewa	public school	13090 Westley Drive	Orr	MN	55771
Nixyaawii Community High School	Umatilla	public school	73300 July Grounds Lane	Pendleton	OR	97801
Nondalton School	Nondalton Village Council; Tanaina Indian	public school	1000 School Road	Nondalton	AK	99640
Noorvik Aqaluk High/Elementary School	Noorvik Native Community; Inupiat Eskimo	public school	PO Box 165	Noorvik	AK	99763
Northside School	Assiniboine-Sioux Ft. Peck	public school	710 4th Ave North	Wolf Point	MT	59201
Perryville School	Native Village of Perryville; Alutiiq	public school	100 School Rd	Perryville	AK	99648
Port Alsworth School	Tanaina Athabascans, Alutiiq and Yup'ik Eskimos/22 percent Alaska Native	public school	School Road	Port Alsworth	AK	99653
Port Angeles High School	Lower Elwha Klallam, Quileute	public school	304 East Park Avenue,	Port Angeles	WA	98363
Qugcuun Memorial School	Native Village of Napaskiak; Yup'ik Eskimo	public school		Napaskiak	AK	
Savoonga School	Native Village of Savoonga; St. Lawrence Yup'ik	public school	PO Box 200	Savoonga	AK	99769
Shaktoolik School	Native Village of Shaktoolik; Malemiut Eskimo	public school	PO Box 40	Shaktoolik	AK	99771
Sheldon Point School	Native Village of Nunam Iqua; Yup'ik	public school	PO Box 32	Nunam Iqua	AK	99666
Shishmaref High School	Native Village of Shishmaref; Inupiat	public school	PO Box 155	Shishmaref	AK	99772
Shungnak School	Native Village of Shungnak; Inupiat Eskimo	public school	PO Box 79	Shungnak	AK	99773
Southside School	Assiniboine-Sioux Ft. Peck	public school	415 4th Ave S	Wolf Point	MT	59201
St. Paul Mission Grade School	Assiniboine and White Clay (Gros Ventre)	public school	PO Box 40	Hays	MT	59527
St. Stephens Indian School	Eastern Shoshone, Northern Arapaho	public school	128 Mission Rd	St. Stephens	WY	82524
Taholah School	Quinault	public school	PO Box 249	Taholah	WA	98587
Takotna Community School	Ingalik Athabascans, Yupik Eskimos	public school	PO 7510	Takotna	AK	99675
Tanana City School District	Native Village of Tanana; Athabaskan	public school	PO Box 89	Tanana	AK	99777
Taos Pueblo Day School	Taos Pueblo	public school	Drawer X	Taos	NM	87571
Tetlin School	Native Village of Tetlin; Athabaskan	public school	PO Box 226	Tetlin	AK	99779
The Selawik Davis-Ramoth School	Native Village of Selawik; Inupiat Eskimo	public school	PO Box 119	Selawik	AK	99770
Tsuk Tath School	Athabaskan	public school	1 Marten Hill Drive	Chalkyitsik	AK	99788
Twin Buttes Elementary School	Mandan, Hidatsa, and Arikara	public school	7997 7A Street North West	Halliday	ND	58636
Twin Hills School	Twin Hills Village; Yup'ik	public school	PO Box PWA	Twin Hills	AK	99576

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Wapato School District	Yakama	public school	212 West 3rd Street	Wapato Warm Springs	WA OR	98951-1308 97761
Warm Springs Elementary School	Warm Springs	public school				
Watersmeet Township School District	Lac Vieux Desert	public school	PO Box 217	Watersmeet	MI	49969
Wolf Point High School/Junior High	Assiniboine-Sioux Ft. Peck	public school	213 6th Ave South	Wolf Point	MT	59201
Wyoming Indian Elementary School (Dist 14)	Eastern Shoshone, Northern Arapaho, various Sioux	public school	23 Coolidge Dr.	Ethete	WY	82520
Wyoming Indian High School (Dist 14)	Eastern Shoshone, Northern Arapaho, various Sioux	public school	638 Blue Sky Highway	Ethete	WY	82520
Wyoming Indian Middle School (Dist 14)	Eastern Shoshone, Northern Arapaho, various Sioux	public school	636 Blue Sky Highway	Ethete	WY	82520
Pretty Eagle School	Crow	public school and community center	PO Box 310	St. Xavier	MT	59075
St. Charles Mission School	Crow	public school and community center	PO Box 29	Pryor	MT	59066
St. Labre Indian School and Youth + Family Services	Crow and Northern Cheyenne	public school and social services organization	PO Box 458	Ashland	MT	59003
Seneca School Board	Eastern Shawnee	public school board	914 Frisco Street	Seneca	MO	64865
Box Elder School District	Chippewa Cree	public school district	205 Main St	Box Elder	MT	59521
Columbia School District	Spokane	public school district	PO Box 7	Hunters Fort	WA	99137
Fremont County School District #21	Eastern Shoshone Wind River, Northern Arapaho	public school district	90 Ethete Road	Washakie	WY	82514
Frontier Public Schools	Otoe Missouri	public school district	17750 Valley	Red Rock	OK	74651
Hardin School District	Crow	public school district	585 West John Deere Road	Hardin	MT	59034
Hydaburg City School District	Haida	public school district	PO Box 109	Hydaburg	AK	99922
Iditarod Area School District	8 different tribes; includes Upper Kuskokwim Athabaskan, Ingalik Indian, Holikachuk Indian, Ingalik Athabascans and Eskimo Native Alaskans	public school district	PO Box 90	McGrath	AK	99627
Indian Oasis-Baboquivari Unified District	Tohono O'odham	public school district	PO Box 248	Sells	AZ	85634-0248
Jefferson County School District	Warm Springs	public school district	445 SE Buff Street	Madras	OR	97741
Kake City School District	Organized Village of Kake; Tlingit	public school district	PO Box 274	Kake	AK	99830
Kashunamit School District	Chevak Native Village; Cup'ik Eskimo	public school district	PO Box 345	Chevak	AK	99563
North Kitsap School District	Port Gamble, Suquamish	public school district	18360 Caldart Avenue NE	Poulsbo	WA	98370

**National, State, and Local Organizations Participating in Notice Effort
Exhibit 9**

Queets-Clearwater School District	Quinault and Queet	public school district	146000 Highway 101			Forks	WA	98331
Red Lake School District	Red Lake Chippewa	public school district	23990 Hwy 1 East	PO Box 499		Red Lake	MN	56671
Round Valley Unified School District	Round Valley	public school district	PO Box 276			Covelo	CA	95428
Saint Mary's School District	Algaaciq Native Village; Yup'it of Andrafsky; Yup'ik	public school district	PO Box 9			St. Mary's	AK	99658
School District of Bayfield	Red Cliff Chippewa	public school district	300 N 4th Street			Bayfield	WI	54814
Sisseton Public School District	Sisseton-Wahpeton Sioux	public school district	516 8th Ave West			Sisseton	SD	57262
Skagway Borough School District	Skagway Village	public school district	PO Box 497			Skagway	AK	99840
Stroud Public Schools	Sac & Fox	public school district	212 W 7th Street			Stroud	OK	74079
Todd County School District	Rosebud Sioux	public school district	110 E Denver Drive	PO Box 87		Mission	SD	57555
Toppenish School District	Yakama	public school district	306 Bolin Drive			Toppenish	WA	98948
Turtle Mountain Community Schools	Turtle Mountain Chippewa	public school district	PO Box 440			Belcourt	ND	58316
Wellpinit School District	Spokane	public school district	6270 Ford Wellpinit Road			Wellpinit	WA	99040
Wolf Point Schools - District Office	Assiniboine-Sioux Ft. Peck	public school district	220 4th Ave South			Wolf Point	MT	59201
Wyoming Indian Schools, School District 14	Eastern Shoshone, Northern Arapaho, various Sioux	public school district	636 Blue Sky Highway			Ethete	WY	82520
Yakutat School District	Yakutat Tlingit Tribe	public school district	PO Box 429			Yakutat	AK	99689
Yup'it School District	Akiachak Native Community	public school district	PO Box 51190			Akiachak	AK	99551
Browning Public Schools Administration Office	Blackfeet	public school system	PO Box 610			Browning	MT	59417
Chatham School District	Kootznooow Tlingit	public school system	PO Box 109			Angoon	AK	99820
Craig City School District	Tlingit and Haida	public school system	PO Box 800			Craig	AK	99921
Dillingham City School District	Portage Creek; Bristol Bay Native Association; Curyung Tribe; Bristol Bay Native Corporation (tribe); Saguyak Tribe; Aleknegik Tribe; Ekwok Native Association	public school system	PO Box 170			Dillingham	AK	99576

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Lower Kuskokwim School Superintendent	27 schools in region (Aimautiluak, Akiuk-Kasigluk, Akula-Kasigluk, Ayaprun, BABS School, Bethel High School, Chefornak, Eek, Goodnews Bay, Gladys Jung, Kipnuk, Kongiganak, Kwethluk, Kwigillingok, M.E. School, Mekoryuk, Napakiak, Napaskiak, Newtok, Nightmute, Nunapitchuk, Oscarville, Platinum, Quinhagak, Toksook Bay, Tuntutuliak, Tununak)	public school system	PO Box 305 249 White Mountain Drive	Bethel	AK	99559
Mescalero Apache School District	Mescalero Apache	public school system	829 Aivik Street 316 E. 8th Street 35465 125th Avenue	Barrow Okmulgee Onamia	AK OK MN	99723 74447 56359
North Slope School District	Inupiat Community of the Arctic Slope	public school system	PO Box 90	Dillingham	AK	99576
Okmulgee Public Schools	Muscogee Creek	public school system	PO Box 2319	Wrangell	AK	99929
Onamia Public Schools	Millie Lacs Band	public school system	c/o Daybreak Star; 3801 West Government Way	Seattle	WA	98199
Southwest Region School District	eight communities in Bristol Bay area	public school system	PO Box 3785	Seattle	WA	98124-3785
Wrangell Public School District	Chief Shakes Tribe	public school system	1577 C Street, Suite 300	Anchorage	AK	99501
United Indians of All Tribes Foundation, Daybreak Star Cultural Center	Tulalip; Mukelshoot; Puyallup; Duwamish	regional cultural and community development organization	111 West 16th Ave, Suite 400	Anchorage	AK	99501
Northwest Indian Housing Association	8 different tribes	regional housing assistance nonprofit				
Alaska Federation of Natives	231 recognized tribes	regional inter-tribal organization				
Bristol Bay Native Corporation	30 different AK tribes/villages	regional native corporation				
Association of Village Council Presidents, Inc.	56 federally recognized Native Alaskan tribes in the Yukon-Kuskokwim Delta	regional native non-profit	PO Box 219	Bethel	AK	99559
Kawerak, Inc.	Nome Eskimo Community	regional nonprofit organization	PO Box 948	Nome	AK	99762
Bristol Bay Native Association (BBNA)	31 AK tribes	regional nonprofit tribal consortium	1500 Kanakanak Road	Dillingham	AK	99576
Sitka Economic Development Association	Sitka Tribe of Alaska; Tlingit and Haida	regional organization	329 Harbor Drive #212	Sitka	AK	99835
Martin Monsen Regional Library	Naknek Village	regional public library	101 Main Street	Naknek	AK	99633
Goldstream Community Association	Nenana Native Association; Athabaskan	regional tribal nonprofit	HC 33 Box 31440	Nenana	AK	99760
Yakutat Native Association	Yakutat Tlingit Tribe	regional tribal nonprofit association	PO Box 418	Yakutat	AK	99689

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

United South and Eastern Tribes	Poarch Creek Band, Seneca, Eastern	regional tribal organization	711 Stewarts Ferry Pike Ste 100	Nashville	TN	37214
Jesuit Volunteer Corps: Northwest	Band of Cherokee Crow, Northern Cheyenne, Assiniboine and Gros Ventre	religious and community services	PO Box 3928	Portland	OR	97208
Bryan Chapel Fellowship UMC	Cherokee	religious insitution	830 N Guinn	Tahlequah	OK	74464
Canterbury Chapel UMC	Cherokee	religious insitution	PO Box 130	Cookson	OK	74427
DD Etchieson UMC	Cherokee	religious insitution	15083 Hwy 82	Tahlequah	OK	74464
Fife Memorial UMC	Choctaw, Creek, Potawatomi,	religious insitution	7945 S 72 E Ave	Tulsa	OK	74133
Serenity Fellowship UMC	Cherokee	religious insitution	8416 W Gassaway Rd	Hulbert	OK	74441
Stilwell Mission UMC	Cherokee	religious insitution	Rt. 2 Box 620	Stillwell	OK	74960
Arbeka UMC	Muscogee Creek	religious insitution	212 Butler Dr	Shawnee	OK	74801
Bethany Lutheran Church	Millie Lacs Band	religious insitution	500 Lindquist Street	Onamia	MN	56359
Big Lick UMC / Bobb-Myers UMC / Old Cedar UMC	Choctaw	religious insitution	PO Box 623	Antlers	OK	74523
Boiling Springs UMC	Chickasaw	religious insitution	13900 CR 1554, D5	Ada	OK	74820
Bokchito UMC	Choctaw	religious insitution	Rt. 1, Box 28	Broken Bow	OK	74728
Cane Hill UMC	Choctaw	religious insitution	211 W 6th	Atoka	OK	74525
Catholic Diocese of Gallup	Navajo	religious insitution	Our Lady of Fatima	Navajo Rte. 7		
Cedar Creek UMC	Kiowa	religious insitution	Catholic Parish PO Box 171	Chinle	AZ	86503
Choska UMC / Mutteloke UMC	Muscogee Creek	religious insitution	PO Box 155	Carnegie	OK	73015
Christ Chapel UMC	Modoc, Seneca-Cayuga	religious insitution	PO Box 94	Kellyville	OK	74039
Clinton Mission UMC	OK tribes	religious insitution	PO Box 1654	Claremore	OK	74018
Cloquet Grace Baptist Church	Fond Du Lac	religious insitution	601 14th Street	Clinton	OK	73127
Concharty UMC	Osage	religious insitution	1215 E 144th St	Cloquet	MN	55720
Crossroads Baptist Church	Saginaw Chippewa	religious insitution	2032 South Loomis Rd.	Glenpool	OK	74033
Crow Lutheran Church	Crow	religious insitution	17 Long Street	Mt. Pleasant	MI	48858
Dallas Indian Mission UMC	various	religious insitution	1203 Hollywood Ave	Crow Agency	MT	59022
Davis Chapel UMC	Muscogee Creek	religious insitution	PO Box 1060	Dallas	TX	75208
EI Reno Fellowship UMC	Cheyenne-Arapaho	religious insitution	8017 S Western #B	Coweta	OK	74429
ELWHA Assembly of God Church	Lower Elwha Klallam	religious insitution	251 Stratton Road	Oklahoma City	OK	73139
Episcopal Diocese of Wyoming	Eastern Shoshone, Northern Arapaho	religious insitution	PO Box 129	Port Angeles	WA	98363
Faith Lutheran Church	Sisseton-Wahpeton Sioux	religious insitution	24 Oddin Ave	Hudson New	WY	82515
First Assembly of God Church	Cheyenne Arapaho	religious insitution	1701 South Jensen Avenue	Effington	SD	57255
First Baptist Church of Seneca	Eastern Shawnee	religious insitution	108 Crestview Drive	El Reno	OK	73036
				Seneca	MO	64865

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

First Christian Church of Durant	Choctaw	religious institution	301 N. 3d Avenue	Durant	OK	74701
First Lutheran Church (ELCA)	Assiniboine and Sioux Fort Peck	religious institution	415 Johnson St.	Wolf Point	MT	59201
Glenpool Fellowship UMC	Muscogee Creek	religious institution	PO Box 1229	Glenpool	OK	74033
Good Shepherd Lutheran Church	Bad River Chippewa	religious institution	311 W 13th Street	Ashland	WI	54806
Goodspring UMC	Choctaw	religious institution	Rt 1, Box 1170	Talihina	OK	74571
Goodwater UMC	Choctaw	religious institution	810 NE 7th	Antlers	OK	74523
Grace Chapel UMC / St Paul-	Choctaw	religious institution	HC 74 Box 100	Hartshorne	OK	74547
Talihina UMC	OK tribes	religious institution	2432 Cypress Ave	Norman	OK	73072
Grant Chapel UMC	Choctaw	religious institution	PO Box 31	Rattan	OK	74562
Hampton UMC						
Holy Cross Catholic Church of						
Onamia	Mille Lacs Band Kiowa, Comanche, Arapaho, Cheyenne, Caddo	religious institution	102 Crosier Dr	Onamia	MN	56359
Honey Creek UMC		religious institution	1270 E 142 St	Glenpool	OK	74033
Hunting Horse Memorial United Methodist Church / Little Washita UMC	Kiowa, Comanche, Arapaho, Cheyenne, Caddo	religious institution	2502 SW E Ave	Lawton	OK	73505
Immaculate Conception Catholic Church: Social Hall	Onutsarrarmuit Native Village (Bethel)	religious institution	775 2nd Avenue	Bethel	AK	99559
Immaculate Conception Parish	Assiniboine and Sioux; Fort Peck	religious institution	PO Box 789	Wolf Point	MT	59201
J J Methvin Memorial UMC	Choctaw, Chickasaw, Delaware, Seminole, Creek, Cheyenne	religious institution	PO Box 1773	Anadarko	OK	73005
Karbeah Fellowship UMC	Choctaw	religious institution	2045 Haskell	Lawrence	KS	66046
Kaney Chapel UMC	Seminole	religious institution	409 West South	Konawa	OK	74849
Kiana Baptist Church	Native Village of Kiana; Inupiat	religious institution	PO Box 145	Kiana	AK	99749
Kullituklo UMC	Choctaw	religious institution	PO Box 102	Broken Bow	OK	74728
Lawrence Indian UMC	Chickasaw	religious institution	2045 Haskell	Lawrence	KS	66046
Lighthouse Assembly of God	Spirit Lake Sioux	religious institution	PO Box 130	Fort Totten	ND	58335
Little Cussetah UMC	Osage	religious institution	18800 S 280 Rd	Morris	OK	74445
Mary Lee Clark Memorial United Methodist Church	Choctaw	religious institution	4817 Michael Pl	Del City	OK	73115
Mescalero Reformed Church	Mescalero Apache	religious institution	PO Box 188	Mescalero	NM	88340
Methodist Church of Seneca	Eastern Shawnee	religious institution	PO Box 1079	Seneca	MO	64865
Mitchell Memorial UMC	Chickasaw	religious institution	9894 CR 3579	Ada	OK	74820
Mt. Scott Comanche UMC	Comanche	religious institution	9538 NW 4 Mile Rd	Lawton	OK	73507
Nagawee UMC	Shawnee, Citizen Potawatomi	religious institution	104 Old Wood Place	Shawnee	OK	74801
Nanah Chito UMC	Choctaw	religious institution	PO Box 986	Durant	OK	74703
Native American Comprehensive Plan (United Methodist Church)	Kiowa, Apache, Commanche, diverse group.	religious institution	928 N. York, Bland Bldg, Suite 2	Muscogee	OK	74403
Native Ministry, Roman Catholic Diocese of Phoenix	Pima (incl. Gila River and Salt River Communities), Tohono O'odham	religious institution	Pastoral Diocesan Center, 400 E. Monroe Street	Phoenix	AZ	85004

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

New Hope UMC	Delaware, Osage	religious institution	PO Box 445		Dewey	OK	74029
Newtown UMC	Kialegee Tribal Town, Alabama- Quassarte Tribal Town, Seminole Nation of OK	religious institution	1838 St. Hwy 27		Wetumka	OK	74883
Nome Community Baptist Church	Nome Eskimo Community	religious institution	108 West 3rd Ave.	PO Box 934	Nome	AK	99762
Norman First American UMC	Absentee Shawnee	religious institution	1951 Beaumont Dr		Norman	OK	73071
Office of Native Concerns, Catholic Diocese of Rapid City	SD tribes	religious institution	606 Cathedral Drive		Rapid City	SD	57701
Oklahoma Indian Missionary Conference of the United Methodist Church	39 tribes in OK, 4-5 in KS	religious institution	3020 S. Harvey		Oklahoma City	OK	73109
Our Lady of Guadalupe	Mescalero Apache	religious institution		PO Box 9752 152nd Lane	Mayetta	KS	66509
Our Lady of Snows Potawatomi Catholic Shrine	Pokagan Potawatomie	religious institution	5971 166th Road		Ashland	WI	54806
Our Lady of the Lake Catholic Church	Bad River Chippewa	religious institution	106 N 2nd Avenue East		Covelo	CA	95428
Our Lady Queen of Peace	Round Valley	religious institution	78900 Mina Rd.		Sells	AZ	85634
Papago United Presbyterian Church	Tohono O'odham	religious institution	PO Box 158		Sapulpa	OK	74066
Pickett Chapel UMC	Muscogee Creek	religious institution	17610 S Hickory		Ponca City	OK	74601
Ponca Indian UMC	Ponca	religious institution	PO Box 2701		Barrow	AK	99723
Presbyterian Church	Inupiat Community of the Arctic Slope	religious institution	PO Box 730		Rehoboth	NM	87322
Red Mesa Ministry Center	Navajo	religious institution	Tse Yaaniichii Lane	Bldg. 06A	Red Rock	OK	74651
Red Rock Christian Church	Otoe-Missouria	religious institution	18045 Windmill		Box Elder	MT	59521
Rocky Boy Catholic Church	Choctaw	religious institution	PO Box 3009		Helena	MT	59601
Roman Catholic Diocese of Helena	Blackfeet, Salish, Kootenai	religious institution	515 N. Ewing St.		Fort Belknap	MT	59526- 0429
Sacred Heart Church at Fort Belknap	Fort Belknap Tribes	religious institution	PO Box 236		Seminole	OK	74868
Salt Creek UMC	Seminole Nation of Oklahoma	religious institution	36103 E Hwy 99A		Ardmore	OK	73401
Seeley Chapel UMC	Chickasaw	religious institution	315 12th NW		Oklahoma City	OK	73139
Seminole Hitchitee UMC	Seminole Nation of Oklahoma	religious institution	616 SW 70		Fort Totten	ND	58335
Seven Dolors Catholic Church	Spirit Lake Sioux	religious institution	213 Dakota Rd		Port Angeles	WA	98363
Shaker Church	Lower Elwha Klallam	religious institution	C/O Darlene Hales, 251 Stratton Road		Cache	OK	73528
Sherwood Tsoitigh Memorial UMC	Comanche, Apache Tribe of Oklahoma	religious institution	203 East B St.		Muscogee	OK	74401
Springtown UMC/ Haikey Chapel UMC	Muscogee Creek	religious institution	4709 Emporia				

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

St Dennis Parish of Crow Agency	Crow	religious institution	8750 Magic Carpet Rd		Crow Agency	MT	59022
St Joseph Catholic Church of Hobart	Oneida	religious institution	145 St Joseph Dr		Hobart	WI	54155
St Rose of Lima Catholic Church of Perry	Otoe-Missouria	religious institution	421 North 9th Street		Perry	OK	37077
St. Anthony's Catholic Church of Lac Du Flambeau	Lac Du Flambeau	religious institution	PO Box 38		Lac Du Flambeau	WI	54538
St. Charles Catholic Church of Cass Lake	Leech Lake Band of Chippewa	religious institution	308 Central Ave NW	PO Box 368	Cass Lake	MN	56633
St. Francis Solanus Church and School	Lac Courte Oreilles	religious institution	13885 W. Mission Road		Stone Lake	WI	54876
St. Joseph Apache Mission	Mescalero Apache	religious institution	PO Box 187		Mescalero	NM	88340
St. Jude Catholic Church of Little Diomedes	Native Village of Diomedes	religious institution	General Delivery		Little Diomedes	AK	99762
St. Michael's Church of Keshena	Menominee	religious institution	PO Box 610	N816 State Highway 47 55	Keshena	WI	54135
St. Paul Mission of Hays	Assiniboine and White Clay (Gros Ventre)	religious institution	PO Box 40		Hays	MT	59527
St. Thomas Church in Lodgepole	Assiniboine and White Clay (Gros Ventre)	religious institution			Lodgepole	MT	
Sycamore Chapel United Methodist Church	Wyandotte, Ottawa, Miami, Eastern Shawnee	religious institution	67102 East 160 Road		Wyandotte	OK	74370
Tekawitha Conference National Center	155 different tribes around the country	religious institution	PO Box 6768		Great Falls	MT	59406-6768
Thewarley UMC / Yeager Mission UMC	Kickapoo	religious institution	324 E St Louis		Wetumka	OK	74883
Thlopthlocco United Methodist Church / Springfield UMC	Seminole Nation of Oklahoma	religious institution	213 W 8		Wewoka	OK	74884
Trinity Lutheran Church of Cass Lake	Leech Lake Band of Chippewa	religious institution	PO Box 788		Cass Lake	MN	56633
Tulsa Indian Mission UMC	OK tribes	religious institution	1901 N College		Tulsa	OK	74110
Two Kill Parish Center of St. Thomas Catholic Church	Assiniboine and White Clay (Gros Ventre)	religious institution	PO Box 144		Hays	MT	59527
UMC of Apache	Apache Tribe of Oklahoma, Absentee Shawnee, Delaware, Caddo, Fort Sill Apache, Wichita	religious institution	PO Box 1731		Anadarko	OK	73005
United Methodist Church of the Redwoods	Yurok	religious institution	PO Box 246		Klamath	CA	95548
United Presbyterian Church & First Congregational Church	Bad River Chippewa	religious institution	214 Vaughn Ave		Ashland	WI	54806

National, State, and Local Organizations Participating in Notice Effort
Exhibit 9

Ware Chapel UMC	Apache Tribe of Oklahoma, Absentee Shawnee, Delaware, Caddo, Fort Sill Apache, Wichita	religious institution	PO Box 275	Anadarko	OK	73005
Wewoka UMC	Seminole Nation of Oklahoma	religious institution	11843 NS 3600	Wewoka	OK	74884
Whitesand-Bennington UMC / Sulphur Spring UMC	Choctaw	religious institution	815 Gerlach Dr, #1512	Durant	OK	74701
Whitesand-Valliant UMC / Yasho UMC (Glover Circuit)	Choctaw	religious institution	PO Box 594	Broken Bow	OK	74728
Wichita Indian UMC	Wichita	religious institution	1445 W Haskell	Wichita	KS	67213
William-Anderson UMC	Choctaw	religious institution	704 S 13	Hugo	OK	74743
Our Savior Lutheran Church	Chippewa Cree	religious organization	499 Mission Taylor Rd	Box Elder	MT	59521
St Mary's Catholic Church of Box Elder	Chippewa-Cree Rocky Boys	religious organization	PO Box 3009	Box Elder	MT	59521
Anadarko Christian Center	Caddo	religious outreach organization	225 East Main Street	Andarko	OK	73005-2857
Duchesne County Senior Citizens' Center	Ute Uintah Ouray	senior and community services	Duchesne County Chamber of Commerce, 50 East 200 South	Roosevelt	UT	84066
Dillingham Senior Center	Chignik Bay Tribal Council	senior center	PO Box 1569	Dillingham	AK	99576
Ethete Senior Center	Northern Arapaho	senior center	PO Box 127	Riverton	WY	82501
Ferndale Senior Activity Center/Jet Oldster's	Lummi	senior center	1998 Cherry Street	Ferndale	WA	98248
Fort Belknap Senior Center	Assiniboine and White Clay (Gros Ventre)	senior center	161 Chippewa Ave	Harlem	MT	59526
Macy Senior Citizen Center	Omaha	senior center	100 Senior	Macy	NE	68039
North Slope Borough: Senior Centers	Native Village of Point Hope;	senior center	906 Ippiq St	Point Hope	AK	99766
Project Heart Inc	Tikeraqmit Inupiat Eskimos	senior center	647 South 8th Street	McLoud	OK	74851
Senior Resource Center	Kickapoo	senior center	PO Box 502	Hayward	WI	54843
Stroud Senior Citizens Center	Lac Courte Oreilles	senior center	212 W Main Street	Stroud	OK	74079
Taos Pueblo Senior Citizens Center	Sac & Fox	senior center	195 Rio Lucero Road	Taos	NM	87571
Winnebago Senior Citizen Center	Taos Pueblo	senior center	PO Box 687	Winnebago	NE	68071
Kashena Senior Citizens Center	Winnebago	senior citizens center	W5208 Lark Road	Shawano	WI	54166
Ojibwa Senior Citizens Building	Menominee	senior citizens center	208 Main Street	Baraga	MI	49908
CORE Community Resources	Keweenaw Bay Chippewa	senior services	14 South Broad Street	Bayfield	WI	54814
Davenport Retirement Village	Red Cliff Chippewa	senior services	503 3rd Street	Davenport	WA	99201
Klamath Senior Center	Coville, Spokane	senior services	219 Salem Ave	Klamath	CA	95548
Turtle Mountain Retirement Home	Yurok	senior services	PO Box 1500	Belcourt	ND	58316
	Turtle Mountain Chippewa	senior services				

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

Agreement on Attorneys' Fees, Expenses, and
Costs

December 7, 2009

WHEREAS the Parties entered the Class Action Settlement Agreement, dated December 7, 2009 (“Main Cobell Agreement”); and

WHEREAS the Parties desire that the Class should compensate Class Counsel for reasonable attorney fees and related expenses and costs;

THEREFORE, the Parties hereby enter this Agreement on Attorneys’ Fees, Expenses, and Costs (“Fee Agreement”).

1. Unless otherwise defined herein, this Fee Agreement incorporates all defined terms in the Main Cobell Agreement and shall be interpreted in a manner consistent with the Main Cobell Agreement.

2. The amount of attorneys’ fees, expenses and costs shall be decided by the Court in accordance with controlling law and awarded from the Accounting/Trust Administration Fund.

3. The Parties agree that litigation over attorneys’ fees, expenses, and costs should be conducted with a civility consistent with the Parties’ mutual desire to reach an amicable resolution on all open issues. The Parties agree therefore that all documents filed in connection with the litigation over attorneys’ fees, expenses, and costs shall consist of a short, plain statement of the facts and the law with the goal of informing the Court of relevant information for its consideration.

4. *Attorneys’ Fees, Expenses, and Costs Incurred through December 7, 2009.*

a. Plaintiffs may submit a motion for Class Counsel’s attorney fees, expenses, and costs incurred through December 7, 2009. Such motion shall not assert that Class Counsel be paid more than \$99,900,000.00

above amounts previously paid by Defendants. Unless otherwise ordered by the Court, Plaintiffs' memorandum of points and authorities in support of such claim shall not exceed 25 pages and shall be filed no later than thirty (30) days following Preliminary Approval, and Class Counsel's reply in support of such claim shall not exceed 15 pages.

- b. Defendants may submit a memorandum in opposition to Plaintiffs' motion. Such memorandum shall not assert that Class Counsel be paid less than \$50,000,000.00 above the amounts previously paid by Defendants. Unless otherwise ordered by the Court, Defendant's memorandum shall not exceed 25 pages and shall be filed within 30 days after Plaintiffs' motion.
- c. Concurrently with any motion for fees, expenses, and costs of attorneys through December 7, 2009, Plaintiffs shall file statements regarding Class Counsel's billing rates, as well as contemporaneous, where available, and complete daily time, expense, and cost records supporting this motion. Defendants may also submit an annotated version or summary of the time, expense and cost records in support of their opposition.
- d. Plaintiffs disclosure and filing of the records referenced in the preceding paragraph shall not constitute a waiver of any attorney client privilege or attorney work product protections. Plaintiffs may request the entry of an appropriate protective order regarding such confidential records.
- e. In the event that the Court awards attorneys' fees, expenses, and costs covered by this Paragraph in an amount equal to or greater than

\$50,000,000.00 and equal to or less than \$99,900,000.00, Plaintiffs, Class Counsel and Defendants agree not to file a notice of appeal concerning such award.

5. *Attorneys' Fees, Expenses, and Costs Incurred after December 7, 2009.*

Plaintiffs may submit a motion for Class Counsel's attorneys' fees, expenses, and costs incurred after December 7, 2009, up to \$10,000,000.00. Such motion shall be based solely on attorney hours and actual billing rates and actual expenses and costs incurred, and may not be justified by any other means (such as a percentage of the class recovery). Such motion shall be resolved in such manner as directed by the Court. Concurrently with any motion for post Agreement attorneys' fees, expenses, and costs, Plaintiffs shall file statements regarding Class Counsel's billing rates, as well as complete and contemporaneous daily time, expense, and cost records supporting this motion.

6. Should (a) either party terminate the Main Cobell Agreement pursuant to the terms thereof, (b) the Main Cobell Agreement become null and void because a condition subsequent does not occur, or (c) the Main Cobell Agreement not finally be approved by the Court, this Fee Agreement shall be null and void, and the parties and Class Counsel shall take such steps as are necessary to restore the *status quo ante*.

7. Nothing in this Fee Agreement shall affect the right of any non-party to this Fee Agreement.

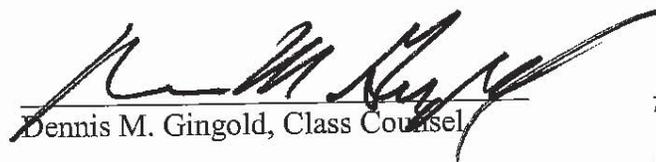
Wherefore, intending to be legally bound in accordance with the terms of this Fee Agreement, the Parties hereby execute this Fee Agreement:

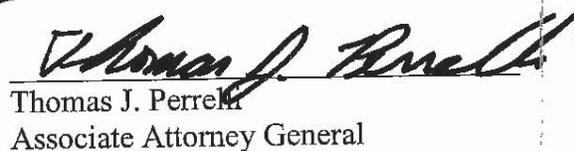
SIGNATURES

Wherefore, intending to be legally bound in accordance with the terms of this Agreement,
the Parties hereby execute this Agreement:

FOR PLAINTIFFS:

FOR DEFENDANTS:


Dennis M. Gingold, Class Counsel


Thomas J. Perrella
Associate Attorney General


Keith M. Harper, Class Counsel

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**Modification of December 7, 2009
Agreement on Attorneys' Fees,
Expenses and Costs**

December 29, 2009

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELOUISE PEPION COBELL, et al.,

Plaintiffs,

vs.

KEN SALAZAR, Secretary of the Interior, et al.,

Defendants.

Case No. 1:96CV01285-JR

**MODIFICATION OF DECEMBER 7, 2009 AGREEMENT ON
ATTORNEYS' FEES, EXPENSES, AND COSTS**

1. On December 7, 2009, an Agreement on Attorneys' Fees, Expenses, and Costs ("Fee Agreement") was entered into in this case by and between Plaintiffs, as defined in the December 7, 2009 Class Action Settlement Agreement ("the Main Cobell Agreement"), on the one hand, and Defendants, as also defined in the Main Cobell Agreement. Plaintiffs and Defendants are collectively referenced as the "Parties."

2. In the Fee Agreement, the Parties agreed that "Plaintiffs may submit a motion for Class Counsel's attorney fees, expenses, and costs incurred after December 7, 2009, up to \$10,000,000." Fee Agreement, paragraph 5.

3. The Parties agreed on the \$10,000,000 limit set forth in paragraph 5 of the Fee Agreement based, at least in part, on the possibility that Congress would enact legislation upon which the Main Cobell Agreement is contingent by December 31, 2009, Main Cobell Agreement, paragraph A.22 (defining the "Legislation Enactment Deadline"); that Preliminary

Approval would be sought by the Parties on or near January 15, 2010, Main Cobell Agreement, paragraph B.3, B.4; and that a Fairness Hearing would occur on or about April 15, 2010.

4. It has become apparent to the Parties that in order for the agreement to continue to be valid after December 31, 2009, the Legislation Enactment Deadline will need to be extended. As a result, the Parties anticipate that they may not be seeking Preliminary Approval on or near January 15, 2010, and that a Fairness Hearing will not occur on or about April 15, 2010.

5. The Parties anticipate that as a result of the extension of time, Plaintiffs may incur greater attorneys' fees related to the Main Cobell Agreement.

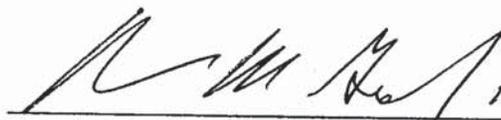
6. Accordingly, the Parties hereby mutually agree to modify the first sentence of paragraph 5 of the Fee Agreement to read: "Plaintiffs may submit a motion for Class Counsel's attorneys' fees, expenses and costs incurred after December 7, 2009, up to \$12,000,000.00." No other portion of paragraph 5 of the Fee Agreement is affected by this modification.

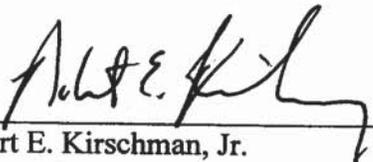
SIGNATURES

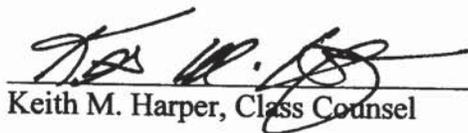
Wherefore, intending to be legally bound in accordance with the terms of this Modification of the December 7, 2009 Agreement on Attorneys' Fees, Expenses, and Costs, the Parties hereby execute this Modification:

FOR PLAINTIFFS:

FOR DEFENDANTS:


Dennis M. Gingold, Class Counsel 12/29/09


Robert E. Kirschman, Jr. 12/28/09
Deputy Director
Commercial Litigation Branch


Keith M. Harper, Class Counsel 12/29/09



THE SECRETARY OF THE INTERIOR
WASHINGTON

ORDER NO. 3292

Subject: Individual Indian Trust Management

Sec. 1 Purpose. This Order identifies the actions the Department shall take, upon final approval by the U.S. District Court for the District of Columbia of the Settlement Agreement in *Cobell v. Salazar*, No. 96-CV-01285-JR, and enactment of the legislation set forth in the Settlement Agreement as necessary to authorize or confirm specific aspects of the Settlement. The actions taken under this Order shall address the Department's future responsibility for management and administration of trust assets maintained for individual Indian trust beneficiaries.

Sec. 2 Background. The proper management and administration of the Individual Indian Money ("IIM") accounts and trust assets (collectively the "trust administration system") are among the Department's most significant fiduciary duties. The Department's current management of the trust administration system involves a number of bureaus and offices, including the Bureau of Indian Affairs, the Minerals Management Service, the National Business Center, the Bureau of Land Management, and the Office of the Special Trustee for American Indians. It also involves a variety of procedures and has been the subject of complaints regarding, among other things, its responsiveness and customer service. The complex nature of the trust administration system and the complaints raised by some individual beneficiaries raise concerns. To address these issues, the Department requires a thorough evaluation of the existing management and administration of the trust administration system to support a reasoned and factually based set of options for potential management improvements. It also requires a review of the manner in which the Department audits the management of the trust administration system, including the possible need for audits of management of trust assets.

Sec. 3 Authority. This Order is issued under the authority of Section 2 of the Reorganization Plan No. 3 of 1950 (64 Stat. 1262), as amended, and the American Indian Trust Fund Management Reform Act of 1994, 25 U.S.C. §§ 4001 – 4061.

Sec. 4 Establishing the Secretarial Commission on Indian Trust Administration and Reform.

a. Immediately upon both the Final Approval of the Settlement Agreement in *Cobell v. Salazar*, No. 96-CV-01285-JR, and enactment of legislation necessary to authorize and fund such Settlement, the Department shall take steps to establish the Secretarial Commission on Indian Trust Administration and Reform ("Commission") in accordance with the requirements of the Federal Advisory Committee Act, 5 U.S.C. App. 2. The Commission shall complete its work within 24 months from the date of its establishment.

b. Following the solicitation of nominations and in consultation with trust beneficiaries, the Secretary shall appoint the Commission Chair and four (4) members who, collectively, shall have experience and/or expertise in trust management, financial management, asset management, natural resource management, Federal agency operations and budgets, as well as experience as account holders and in Indian country.

c. In coordination with the Department, the duties of the Commission shall include:

(1) Conducting a comprehensive evaluation of the Department's management and administration of the trust administration system, including a review of the report of the consultant hired in accordance with subparagraph d;

(2) Reviewing the Department's provision of services to trust beneficiaries;

(3) Receiving input from the public, interested parties, and trust beneficiaries, which should involve conducting a number of regional listening sessions;

(4) Considering the nature and scope of necessary audits of the Department trust administration system;

(5) Recommending options to the Secretary to improve the Department's management and administration of the trust administration system based on information obtained from these activities, including whether any legislative or regulatory changes are necessary to permanently implement such improvements; and

(6) Considering the provisions of the American Indian Trust Fund Management Reform Act of 1994 providing for the termination of the Office of the Special Trustee for American Indians, and making recommendations to the Secretary regarding any such termination.

d. To support the operation of the Commission after its establishment and to provide the Department with additional information regarding its management of the trust administration system, the Department shall use available funding to hire a management consultant. The consultant shall provide a comprehensive assessment of the Department's operation of the trust administration system, including:

(1) Evaluating the strengths and weaknesses of both the monetary and non-monetary trust asset management activities of each entity involved in the Department's administration of trust asset management programs;

(2) Identifying options for transferring, consolidating, or otherwise managing the trust fund and assets in an optimal manner to enhance accountability, responsiveness, efficiency and customer service;

(3) Reviewing the Department's prior reform efforts for effectiveness and to determine whether additional reforms are necessary; and

(4) Considering the adequacy of the Department's current trust administration system audit functions and recommending options for improvement and possible expansion of such audits.

Sec. 5 Audit Requirements. Upon implementation of any management reforms resulting from this Order, and after considering the recommendations of the Commission, the Department shall conduct an audit of the effectiveness of such reforms. The Department shall consider the recommendations of the Commission regarding the need for and scope of any subsequent audits.

Sec. 6 Implementation. The Deputy Secretary is responsible for ensuring implementation of this Order, including any necessary delegation of authority and transfer of resources. The Assistant Secretary – Indian Affairs, the Assistant Secretary – Land and Minerals Management, the Assistant Secretary – Policy, Management and Budget, and the Special Trustee shall provide necessary support, including implementing specific reforms within their subordinate bureaus and offices.

Sec. 7 Effective Date. This Order is effective immediately and shall remain in effect until it is amended, superseded, or revoked, whichever comes first. The termination of this Order shall not nullify implementation of the requirements, responsibilities, and organizational changes set forth herein.



Secretary of the Interior

Date: December 8, 2009

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Important information about the \$3.4 billion Indian Trust Settlement

For current or former IIM account holders,
Owners of land held in trust or restricted status, or their heirs

A federal court authorized this notice. You are not being sued.

For Notice in Spanish, Call or Visit Our Website (to be translated into Spanish)

For Notice in Navajo, Call or Visit Our Website (to be translated into Navajo)

- A proposed Settlement has been reached in *Cobell v. Salazar*, a class action lawsuit about individual Indian land, funds and other assets held in trust by the federal government. Courts decided that the federal government has violated its trust duties, including a duty to account for Individual Indian Money trust funds. The Settlement will resolve claims that the government violated its trust duties by (a) mismanaging individual Indian trust funds and other assets, (b) improperly accounting for those funds, and (c) mismanaging trust land and other assets. The individual Indian trust land is called “allotted” land and owners are from time to time referred to as “beneficiaries,” “allottees,” or “landowners.”
- You may be part of this Settlement with certain rights in this Settlement if you are an:
 - Individual Indian Money (“IIM”) account holder (even if the account currently is not active or open),
 - Individual Indian who has or had an ownership interest in land held in trust or in restricted status,
 - Heir to a deceased IIM account holder or individual landowner.
- The Settlement establishes funds worth approximately \$1.5 billion to pay individual Indian trust beneficiaries for past accounting problems and resolve historical asset mismanagement claims. Settlement and administrative expenses, incentive fees and expenses of the Class Representatives, and legal fees and expenses will be paid out of these settlement funds. Another \$1.9 billion will be used primarily to buy up interests in trust lands that are owned by many people (“fractionated interests”).
- Congress has passed legislation authorizing the Settlement and provided funding for it. The President has signed the legislation into law.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. If the Settlement is approved by the Court, the majority of individual Indian trust beneficiaries will get at least \$1,500.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

- The Settlement also creates an Indian Education Scholarship Fund worth up to \$60 million to improve access to higher education for Indian youth.

Your legal rights are affected whether you act or do not act, so please read this notice carefully.

These rights and options—and the deadlines to exercise them—are explained in this notice.	
You can object to or comment on the Settlement.	<i>see</i> Question 30
You can go to a hearing and ask the Court to speak about the Settlement.	<i>see</i> Question 36
You may also have the right to exclude yourself from part of the Settlement.	<i>see</i> Question 27

- The full details of the Settlement can be found in a document called the Settlement Agreement, and subsequent modifications to it, which can be found on the web at www.IndianTrust.com.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 5

- 1. Why did I get this notice?
- 2. What are Individual Indian Money (“IIM”) accounts?
- 3. Who is affected by this Settlement?
- 4. What is this lawsuit about?
- 5. Why is there a Settlement?

WHO IS IN THE SETTLEMENTPAGE 6

- 6. Who is part of the Settlement?
- 7. Are there exceptions to being included?
- 8. If I had an IIM account that is now inactive or never existed, does this Settlement affect me?
- 9. I’m not sure if I’m included in the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET.....PAGE 8

- 10. What does the Settlement provide?
- 11. What is highly fractionated land?
- 12. How much will my payment be if I’m a Historical Accounting Class Member?
- 13. How much will my payment be if I’m a Trust Administration Class Member?
- 14. How will the Accounting/Trust Administration Fund be distributed?
- 15. What happens to any funds left in the Accounting/Trust Administration Fund?
- 16. What is the Trust Land Consolidation Fund?
- 17. How much money can I get from selling my land?
- 18. How can I sell my land?
- 19. What happens to land when owners cannot be located?
- 20. How long will the Trust Land Consolidation Fund continue?
- 21. How will the Indian Education Scholarship Fund work?
- 22. How will the Indian Education Fund be administered?
- 23. How does this Settlement affect trust reform?

HOW TO GET A PAYMENT.....PAGE 12

- 24. How can I get a payment?
- 25. When will I get my payment?

REMAINING IN THE SETTLEMENT.....PAGE 12

- 26. Do I need to do anything to remain in the Settlement?
- 27. What am I giving up as part of the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 13

- 28. What if I don’t want to be in the Settlement?
- 29. How do I get out of the Trust Administration Class?

OBJECTING TO OR COMMENTING ON THE SETTLEMENT.....PAGE 14

- 30. How can I object to or comment on the Settlement?
- 31. What’s the difference between objecting to and excluding myself from the Settlement?

THE LAWYERS REPRESENTING YOUPAGE 15

- 32. Do I have a lawyer in the case?
- 33. How will the lawyers be paid?

THE COURT’S FAIRNESS HEARING.....PAGE 16

- 34. When and where will the Court decide whether to approve the Settlement?
- 35. Do I have to come to the hearing?
- 36. May I speak at the hearing?

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

GETTING MORE INFORMATIONPAGE 16

37. How do I get more information?

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because Interior Department records show that: (a) you are now or have been an Individual Indian Money (“IIM”) account holder, or (b) you have an individual interest in trust land, or (c) you have requested that this notice be mailed to you. A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about your options, before the Court decides whether the Settlement is fair and to give final approval to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Thomas F. Hogan, of the United States District Court for the District of Columbia, is currently overseeing this case. The case is known as *Cobell v. Salazar*, No. 1:96cv01285, and is a class action lawsuit.

In a class action lawsuit, one or more people called Class Representatives (in this case, Elouise Cobell and others) sue on behalf of other people who have similar claims. The people together are called a “Class” or “Class Members.” The people who sued—and all the Class Members like them—are called the Plaintiffs. The people they sued (in this case, the Secretaries of the Interior and Treasury and the Assistant Secretary-Indian Affairs (together called the “federal government”)) are called the Defendants. One court resolves the issues for everyone who remains in the Class.

2. What are Individual Indian Money (“IIM”) accounts?

IIM accounts primarily contain money collected by the federal government from farming and grazing leases, timber sales, mining, oil and gas production, and other activities on trust land, as well as certain per capita distributions. The funds in IIM accounts are held in trust by the federal government for the benefit of individual Indians.

3. Who is affected by this Settlement?

The Settlement will affect all Class Members (*see* Question 6). Class Members include individual Indian trust beneficiaries, which means those individuals who:

- Had an IIM account anytime from approximately 1985 through September 30, 2009, or
- Had an individual interest in land held in trust or restricted status by the U.S. government as of September 30, 2009

The estate of a deceased individual described above whose account was in probate status as of September 30, 2009 is included. Probate means you have asked a court to transfer ownership of the landowner’s property after he or she died.

This Settlement does not relate to certain historical claims or any future claims of Class Members. It does not relate to claims tribes might have against the federal government.

4. What is this lawsuit about?

The Settlement resolves claims that the federal government violated its trust duties to individual Indian trust beneficiaries. The claims fall into three areas:

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

- Historical Accounting Claims state that the federal government violated its trust duties by not providing a proper historical accounting relating to IIM accounts and other trust assets.
- Trust Administration claims include:
 - Fund Administration Claims state that the federal government violated its trust duties and mismanaged individual Indian trust funds.
 - Land Administration Claims state that the federal government violated its trust responsibilities for management of land, oil, natural gas, mineral, timber, grazing, and other resources.

The federal government denies all these claims. It says it has no legal responsibility for these claims and owes nothing to the Class Members.

5. Why is there a Settlement?

The Settlement is an agreement between the Plaintiffs and the federal government. Settlements end lawsuits. This does not mean the Court has ruled in favor of either side. The parties wish to resolve their differences and realize that many Class Members are elderly and dying and need to receive compensation. In addition, large numbers of Class Members currently live in poverty. So, after 14 years of litigation, both sides want to settle the lawsuit so individual Indian trust beneficiaries receive compensation for their claims. The Settlement will also help the federal government reduce future administration expenses and accounting issues. Class Representatives and lawyers representing them believe that the Settlement is reasonable under the circumstances.

WHO IS IN THE SETTLEMENT?

6. Who is part of the Settlement?

The proposed Settlement affects individual Indians across the country, including members of most federally recognized tribes west of the Mississippi River. The Settlement includes two groups or "Classes." An individual may be a member of one or both Classes. Most people included in the Settlement are members of both Classes.

Historical Accounting Class

- Anyone alive on September 30, 2009,
- Who had an open IIM account anytime between October 25, 1994 and September 30, 2009, and
- Whose account had at least one cash transaction (that was not later reversed).

Note to heirs:

- The estate of an IIM account holder who was deceased as of September 30, 2009 is included in the Historical Accounting Class if the IIM account (or its related probate account) was open as of that date.
- The heirs of any Class Member who died after September 30, 2009, but before distribution of any Settlement funds, will receive that Class Member's Settlement payments through probate.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

Trust Administration Class

- Anyone alive on September 30, 2009, and who
 - Had an IIM account recorded in currently available electronic data in federal government systems (“Electronic Ledger Era”) anytime from approximately 1985 to September 30, 2009, or
 - Can demonstrate ownership interest in trust land or land in restricted status as of September 30, 2009.
- The estate of any deceased beneficiary whose IIM account or other trust assets had been open in probate as reflected in the federal government’s records as of September 30, 2009.

Note to heirs:

- The heirs of any Class Member who died after September 30, 2009, but before distribution of any Settlement funds, will receive that Class Member’s Settlement payments through probate.

7. Are there exceptions to being included?

The Historical Accounting Class does not include individuals who filed a separate lawsuit before June 10, 1996, against the federal government making a claim for a complete historical accounting.

The Trust Administration Class does not include individuals who filed a separate lawsuit or who were part of a certified class in a class action lawsuit making a Funds Administration Claim or a Land Administration Claim against the federal government before **December 10, 2010**.

8. If I never had an IIM account or my IIM account is now inactive or closed, does this Settlement affect me?

It could. If you are included in the Historical Accounting Class and/or the Trust Administration Class as defined in Question 6, this Settlement does affect you.

If you **are NOT currently receiving quarterly or annual IIM account statements**, you should fill out a claim form and mail it to the address on the form. You can also submit your claim form online at www.IndianTrust.com. You may be asked to provide additional information to demonstrate your membership in the Historical Accounting Class and/or the Trust Administration Class. Claims must be postmarked or submitted online no later than **Month 00, 0000**.

9. I’m not sure if I’m included in the Settlement.

If you are not sure whether you are included in one or both Classes or you are unsure if the federal government has your current address, you should call toll-free 1-800-961-6109 with questions or visit www.IndianTrust.com. You may also write with questions to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877. If you believe that you should be considered a member of either Class, but are not receiving quarterly or annual IIM account statements, you must fill out a claim form and mail it to the address on the form, postmarked no later than Month 00, 2011 so the Court can determine whether you are included in the Settlement.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

THE SETTLEMENT BENEFITS—WHAT YOU GET

10. What does the Settlement provide?

The Settlement will provide:

- \$1.412 billion Accounting/Trust Administration Fund, plus a \$100 million Trust Administration Adjustment Fund, plus any earned interest, to pay for historical accounting and trust administration claims. This money will also pay for the cost of administering and implementing the Settlement, as well as other expenses (*see* Question 13).
- \$1.9 billion Trust Land Consolidation Fund to purchase highly “fractionated” individual Indian trust lands (*see* Question 11). The program will allow individual Indians to get money for land interests divided among numerous owners. Land sales are voluntary. The purchased land will be used for the benefit of the related tribe.
- Up to \$60 million for an Indian Education Scholarship Fund to help Native Americans attend college or vocational school. This money will come out of the \$1.9 billion Trust Land Consolidation Fund and will be based upon the participation of landowners in selling these highly fractionated land interests.

More details are in a document called the Settlement Agreement, which is available at www.IndianTrust.com.

11. What is fractionated land?

Fractionated land is a parcel of land that has many owners, often hundreds of owners. Frequently, owners of highly fractionated land receive very little money from that land.

ACCOUNTING/TRUST ADMINISTRATION FUND

12. How much will my payment be if I’m an Accounting Class Member?

Each member of the Historical Accounting Class will receive \$1,000. This is a per-person, not a per-account, payment.

13. How much will my payment be if I’m a Trust Administration Class Member?

It depends on how much income you’ve collected into your IIM account. Each member of the Trust Administration Class will receive a baseline payment of \$500. The \$100 million in the Trust Administration Adjustment Fund will be used to increase the minimum payment for Trust Administration Class members. The current estimate is that will raise the minimum payment to Trust Administration Class members to about \$800. Individuals with an IIM account open between 1985 and September 30, 2009 may receive more than \$800. This payment is separate from, and in addition to, the \$1,000 payment to individuals in the Historical Accounting Class.

The calculation uses an average of the 10 highest years of income in your IIM account – this is called your Assigned Value. That will determine your share of the trust administration fund, which is estimated to be \$850 million to \$1 billion. The exact dollar amount you will get cannot be known with certainty at this time because it is based on (a) the recorded income deposited to your IIM account over a period of

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

time, and (b) the amount of money that will be left in the Accounting/Trust Administration Fund after deducting:

- All of the \$1,000 payments to Historical Accounting Class Members, and
- Attorneys' fees, their expenses, including expense reimbursements and possibly incentive fees to Class Representatives (*see* Question 33) and the costs of administering and implementing the Settlement.

Congress has determined that payments to Trust Administration Class members should be increased for individual's whose payment is calculated to be:

- Zero; or
- Greater than zero (but only if you would have received a smaller Stage 2 payment (*see* Question 14) than Trust Administration Class members whose payment is calculated to be zero),

For example, if you were supposed to receive a base payment of \$500, your payment might be increased to \$800. If your neighbor was supposed to receive a base payment of \$600, his payment might be increased to \$800.

The following are estimated calculations and are in addition to the \$1,000 you will receive as a member of the Historical Accounting Class. Your final Trust Administration payment could be more or less.

- If your Assigned Value is between \$0 and \$5,000, you may receive between \$800 and \$1,250.00.
- If your Assigned Value is between \$5,000.01 and \$15,000, you may receive between \$1,250.01 and \$2,500.
- If your Assigned Value is between \$15,000.01 and \$30,000, you may receive between \$2,500.01 and \$5,000.
- If your Assigned Value is between \$30,000.01 and \$75,000, you may receive between \$5,000.01 and \$15,000.
- If your Assigned Value is between \$75,000.01 and \$750,000, you may receive between \$10,000.01 and \$150,000.
- Individuals with an Assigned Value greater than \$750,000.01 may receive more than \$150,000.

If your account shows fewer than ten years of income, a zero dollar amount will be used in the years for which no income has been recorded. Reversed transactions and transfers between an individual's accounts will not be included in that calculation.

14. How will the Accounting/Trust Administration Fund be distributed?

If the Settlement is approved, there will be two distributions.

Stage 1 – The \$1,000 payments to Historical Accounting Class Members will be distributed shortly after the Settlement is approved and the Court's order becomes final. For those Class Members who cannot be found, their payment will be deposited in a Remainder Account until the Class Member is located and can demonstrate his or her ownership interest. If a Class Member cannot be located prior to the conclusion of the distribution process, his or her funds will be transferred to the Indian Education Scholarship Fund (*see* Question 21).

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

Stage 2 – Payments to Trust Administration Class Members will be distributed after it is determined that substantially all the Trust Administration Class Members have been identified and the payments have been calculated (*see* Question 12).

15. What happens to any funds left in the Accounting/Trust Administration Fund?

After all payments are made, any money that is left over will be contributed to the Indian Education Scholarship Fund (*see* Question 20).

TRUST LAND CONSOLIDATION FUND

16. What is the Trust Land Consolidation Fund?

Over time, through generations, Indian trust lands owned by individuals have been fractionated into smaller and smaller undivided (“fractionated”) ownership interests. According to government calculations, owners historically have received very little money and the cost to administer the IIM account frequently has been more than what is paid out to individual Indians.

The \$1.9 billion Trust Land Consolidation Fund will provide individual Indians with an opportunity to get money for the fractionated land. As an additional incentive for owners to sell their land interests, an amount above the fair-market value will be paid into the Indian Education Scholarship Fund (*see* Question 21).

The Trust Land Consolidation Fund will be used for four things: (1) to purchase the fractionated land interests, (2) to carry out the Trust Land Consolidation Program, (3) to further Trust Reform efforts (*see* Question 22), and (4) to set aside up to \$60 million for Indian scholarships. At least 85% of the Fund will be used to purchase land. The Department of the Interior will consult with tribes to identify fractional interests that the Department may want to consider purchasing.

17. How much money can I get from selling my land?

The Department of the Interior will offer fair market value for fractionated trust land.

18. How can I sell my land?

The procedures for selling trust land have not been determined at this point. Once those procedures have been determined, the Department of the Interior will attempt to contact individual Indian trust beneficiaries who own fractionated interests that it wishes to purchase.

19. What happens to land when owners cannot be located?

For fractionated interests that the Department of the Interior wishes to purchase, but whose owners cannot be located, Interior will attempt to find missing Class Members, including through the publication of notice in appropriate newspapers and newsletters for a period of at least six months. Five years after the Settlement is granted final approval, Class Members whose whereabouts are unknown, after diligent efforts have been made by the federal government to locate them, will be assumed to have consented to

the transfer of their fractionated interests and their Indian Land Consolidation Funds will be deposited into an IIM account.

20. How long will the Trust Land Consolidation Fund continue?

The Department of the Interior will have up to 10 years from the date the Settlement is granted final approval to purchase the fractionated trust land. Any money remaining in the Land Consolidation Fund after that time will be returned to the U.S. Treasury.

INDIAN EDUCATION SCHOLARSHIP FUND

21. How will the Indian Education Scholarship Fund work?

The Indian Education Scholarship Fund will provide money for Native American students to attend college and vocational school. It will be funded in three ways:

- Up to \$60 million will come from the Trust Land Consolidation Fund in connection with the purchase of fractionated interests in trust land. Contributions will be as follows:

Land Purchase Price	Contribution to Fund
Less than \$200	\$10
Between \$200 - \$500	\$25
More than \$500	5% of the purchase price

The amount paid into the Indian Education Scholarship Fund is in addition to the fair market value amount that will be paid to the individual Indian landowner.

- Any remaining funds in the Accounting/Trust Administration Fund, after all distributions and costs relating to the Settlement are paid, will be transferred to the Indian Education Scholarship Fund.
- Any payments for Class Members that remain unclaimed for five years after Settlement is approved will be transferred to the Indian Education Scholarship Fund. This transfer will not occur for money being held for minors and adults who are mentally impaired, legally disabled, or otherwise in need of assistance.

22. How will the Indian Education Scholarship Fund be administered?

A non-profit organization chosen by the parties will administer the Indian Education Scholarship Fund. A special board of trustees will oversee the Fund. The trustees will be selected by the Secretary of the Interior, the representative Plaintiffs, as well as the non-profit. The Secretary will select his trustees only after consulting with tribes and after considering names of possible candidates timely offered by tribes.

INDIAN TRUST REFORM

23. How does this Settlement affect Indian trust reform?

Reform of the Indian trust management and accounting system should continue in the future. The Settlement Agreement allows some funds in the Trust Land Consolidation Fund to be used to pay costs related to the work of a commission on Indian trust administration and reform. In the future, Class Members will still be able to bring claims against the federal government for trust reform.

HOW TO GET A PAYMENT

24. How can I get a payment?

To be eligible for any payments under the Settlement, you must be a member of one or both Classes. If you are not receiving quarterly or annual IIM account statements and you believe you are a member of either Class, you will need to fill out a claim form. The claim form describes what you need to provide to prove your claim and receive a payment. Please read the instructions carefully, fill out the claim form and mail it postmarked by **Month 00, 2011**, to:

Indian Trust Settlement
P.O. Box 9577
Dublin, OH 43017-4877

If you are denied participation, there will be an opportunity to submit additional documentation.

25. When will I get my payment?

Payments will be made after the Court grants final approval of the Settlement, and any appeals are resolved.

REMAINING IN THE SETTLEMENT

26. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement unless you are not receiving quarterly IIM account statements. In that case, you will need to fill out and return a claim form in order to get a payment.

27. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue the federal government for the claims being resolved by this Settlement. The specific claims you are giving up against the federal government are described in Section A, paragraphs 14, 15, and 21 of the Settlement Agreement. You will be “releasing” the federal government and all related people as described in Section I of the Settlement Agreement. The Settlement Agreement is available at www.IndianTrust.com.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

If you did not receive an IIM account statement for 2009, you may request your IIM account balance as of September 30, 2009 by calling 888-678-6836. If you request your IIM account balance, you are agreeing to the balance provided by Interior unless you exclude yourself from the Settlement (*see* Question 28).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 32 for free or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

28. What if I don't want to be in the Settlement?

By law, you cannot exclude yourself from the Historical Accounting Class, if you are a member. You can only exclude yourself from the Trust Administration Class. If you don't want to be in that part of the Settlement, you must take steps to exclude yourself. This is sometimes called "opting out." By excluding yourself, you keep the right to file your own lawsuit. Or you can join any other person who opted out and bring a separate lawsuit against the federal government on any Trust Fund Administration or Land Administration Claims that you may have.

If you choose to exclude yourself from the Trust Administration Class,

- You will not receive any money for your Fund Administration and Land Administration Claims.
- You will not be bound by the Court's ruling and will keep your right to sue the federal government for these Claims.
- You cannot object to or comment on this aspect of the Settlement as far as it concerns the Trust Administration Class.

If you are a member of the Historical Accounting Class:

- You **cannot** exclude yourself.
- If the Court approves the Settlement, you will not be able to sue the federal government about the Historical Accounting Claims.
- You will receive a \$1,000 payment.
- You can object to and/or comment on the terms of the Settlement.

29. How do I get out of the Trust Administration Class?

To exclude yourself, you must send a letter by mail saying that you want to be excluded from *Cobell v. Salazar*. Be sure to include your full name, telephone number, social security number, IIM account number(s) (if any), and your signature. You can't ask to be excluded on the phone or at the website. You must mail your exclusion request so that it is postmarked by **Month 00, 2011** to:

Indian Trust Exclusions
PO Box 9419
Dublin, OH 43017-4519

Please note that the share of money you would have received if you had stayed in the Trust Administration Class will be removed from the \$1.512 billion Accounting/Trust Administration Fund and given back to the federal government.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

OBJECTING TO OR COMMENTING ON THE SETTLEMENT

30. How can I object to or comment on the Settlement?

Any Class Member may comment on or object to the Settlement. However, if you exclude yourself from the Trust Administration Class, you may only object to, or comment on, other parts of the Settlement that you do not like. Also, you may comment on or object to fee and expense requests for Class Counsel and incentive awards and expenses for Class Representatives and other amounts that may be awarded by the Court (see Question 33 below). If you object to any part of the Settlement you must give reasons why. You may also comment favorably on any part of the Settlement. To object or comment, send a letter stating:

- a) The case name (*Cobell v. Salazar*) and case number (1:96cv01285);
- b) Your full name, address, telephone number, IIM Account Number(s) and signature;
- c) Comments you have about any aspect of the Settlement, including (1) fee and expense requests for Class Counsel, (2) incentive awards and expenses for Class Representatives, or (3) other fees and expenses that may be awarded. Your comments must state the specific reasons why you are objecting to the Settlement, and
- d) Any legal support or factual evidence that you wish to bring to the Court’s attention, any grounds to support your status as a Class Member, and whether you intend to appear at the Fairness Hearing.

Mail your comments or objection to these three different places postmarked no later than **Month 00, 2011**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk's Office United States District Court for the District of Columbia 333 Constitution Avenue, N.W. Washington, D.C. 20001		Robert E. Kirschman Dept of Justice, Civil Div. P.O. Box 875 Ben Franklin Station Washington, DC 20044

At your own expense, you may also appear at the Fairness Hearing to comment on or object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. (See Question 36).

31. What’s the difference between objecting to and excluding myself from the Settlement?

You object to the Settlement when you disagree with some part of it but you wish to remain a Class Member. An objection allows the Court to consider your views. On the other hand, exclusion or “opting out” means that you do not want to be part of the Trust Administration Class or share in the benefits of that part of the Settlement. Once excluded, you lose any right to object to any part of the Settlement that relates to the Trust Fund Administration Claims or the Land Administration Claims, because those parts of the case no longer affect you. If you exclude yourself, you are free to bring your own lawsuit for those claims.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

THE LAWYERS REPRESENTING YOU

32. Do I have a lawyer in the case?

The Court has appointed these lawyers to represent you and other Class Members as “Class Counsel,” including:

Dennis Gingold 607 14 th Street NW, Suite 900 Washington, DC 20005-2018	Keith Harper Kilpatrick Stockton LLP 607 14 th Street NW, Suite 900 Washington, DC 20005-2018
--	---

You will not be charged personally for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own personal expense.

33. How will the lawyers be paid? Do the Class Representatives get paid extra?

The amount of attorneys’ fees, expenses and costs to be paid to Class Counsel will be decided by the Court in accordance with controlling law, giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust. The amounts awarded will be paid from the Accounting/Trust Administration Fund.

In accordance with the Settlement Agreement, plaintiffs have filed a Notice with the Court to state the amount of fees, expenses, and costs they will assert through December 7, 2009. Plaintiffs’ Notice states the following:

1. On December 7, 2009 the parties signed an Agreement on Attorneys’ Fees, Expenses and Costs, stating in their motion for attorneys’ fees, expenses and costs that plaintiffs may not assert that Class Counsel should be paid more than an additional \$99,900,000.00. In response, defendants may not assert that Class Counsel should be paid less than \$50,000,000.00. This Agreement is available at www.IndianTrust.com.
2. Plaintiffs’ petition will assert that Class Counsel should be paid \$99.9 million for fees, expenses and costs through December 7, 2009.
3. Class Counsel are working pursuant to contingency fee agreements, which provide that Class Counsel shall be paid a combined total of 14.75% of the funds that are created for the benefit of the classes. Applying that percentage to the \$1,512,000,000 to be deposited into the Settlement Account would result in an award of \$223,020,000.00 for Class Counsel.
4. The Court is not bound by any agreed upon or requested amounts, or the contingency fee agreements between Class Representatives and Class Counsel. The Court has discretion to award greater or lesser amounts to Class Counsel in accordance with controlling law, giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust.

The Agreement on Attorneys’ Fees, Expenses and Costs, as modified, also provides that Class Counsel may be paid up to \$12 million for work, expenses and costs after December 7, 2009. Class Counsel will not be entitled to be paid such amounts unless the Settlement is given final approval by the Court. All

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

such requests for fees, expenses, and costs after December 7, 2009 are to be based on Class Counsel's actual billing rates and are subject to approval of the Court, following an opportunity for Class Members to object and defendants to respond.

Plaintiffs will file a petition for payment of attorneys' fees and a memorandum of points and authorities in support of that request no later than **MONTH 00, 2011**. That petition and memorandum will also be available at www.IndianTrust.com. As required by the Agreement on Attorneys' Fees, Expenses and Costs, at the same time Plaintiffs file the petition for attorneys' fees, they will also file statements regarding Class Counsel's billing rates, as well as contemporaneous, where available, and complete daily time, expense, and cost records supporting that petition. Those records will thereafter be available at the Clerk's Office, United States District Court for the District of Columbia, 333 Constitution Ave. NW, Washington, DC 20001.

Plaintiffs have also filed a notice with the Court that they will seek incentive awards and expense reimbursements for the Class Representatives as follows:

Elouise Pepion Cobell	\$2,000,000.00
James Louis Larose	\$ 200,000.00
Thomas Maulson	\$ 150,000.00
Penny Cleghorn	\$ 150,000.00

The requested amounts are in addition to payments the Class Representatives will be entitled to as Class Members. Any amounts awarded will be paid from the Accounting/Trust Administration Fund.

Plaintiffs will file a petition for payment of those incentive awards and a memorandum of points and authorities in support of that request no later than **MONTH 00, 2011**. That petition and memorandum will also be available at www.IndianTrust.com.

Class members and Defendants may object to or comment on plaintiffs' requests for Class Counsel and Class Representatives (*see* Question 30 above). After considering the objections and comments of Defendants and Class Members, the Court will determine the amounts of (a) attorneys' fees, expenses and costs and (b) plaintiffs' incentive awards and expense reimbursement in accordance with controlling law giving due consideration to the special status of Class Members as beneficiaries of a federally created and administered trust.

THE COURT'S FAIRNESS HEARING

34. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at (time) on **Month 00, 2011**, at the United States District Court for the District of Columbia, Third Street and Constitution Avenue NW, Washington, DC. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.IndianTrust.com or call 1-800-961-6109.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much to pay the lawyers representing Class Members and whether to award any additional payment to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

QUESTIONS? CALL TOLL-FREE 1-800-961-6109 OR VISIT WWW.INDIANTRUST.COM

35. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend on your behalf, but it's not required.

36. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. You may appear at the Fairness Hearing to comment on or object to any aspect of the fairness, reasonableness, or adequacy of the Settlement.

GETTING MORE INFORMATION

37. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and the subsequent modifications to it at www.IndianTrust.com. You may also write with questions to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877. You can also register for updates and get a claim form at the website, or by calling the toll free number, 1-800-961-6109.

Legal Notice

Important information about the \$3.4 billion Indian Trust Settlement

For current or former IIM account holders, Owners of land held in trust or restricted status, or their heirs

There is a proposed Settlement in *Cobell v. Salazar*, a class action lawsuit about individual Indian land held in trust by the federal government. This notice is just a summary. For details, call the toll-free number or visit the website listed below.

The lawsuit claims that the federal government violated its duties by (a) mismanaging trust funds/assets, (b) improperly accounting for those funds, and (c) mismanaging trust land/assets. The trust funds include money collected from farming and grazing leases, timber sales, mining, and oil and gas production from land owned by American Indians/Alaska Natives.

If you are included in the Settlement, your rights will be affected. To object to the settlement, to comment on it, or to exclude yourself, you should get a detailed notice at www.IndianTrust.com or by calling 1-800-961-6109.

Can I get money?

There are two groups or "Classes" in the Settlement eligible for payment. Each Class includes individual IIM account holders or owners of land held in trust or restricted status who were alive on September 30, 2009.

Historical Accounting Class Members

- Had an open individual Indian Money account ("IIM") anytime between October 25, 1994 and September 30, 2009, **and**
- The account had at least one cash transaction.
- Includes estates of account holders who died as of September 30, 2009, if the IIM account was still open on that date.

Trust Administration Class Members

- Had an IIM account recorded in currently available data in federal government systems anytime from approximately 1985 to September 30, 2009 **or**
- Owned trust land or land in restricted status as of September 30, 2009.
- Includes estates of landowners who died as of September 30, 2009 where the trust interests were in probate as of that date. This means you have asked a court to transfer ownership of the deceased landowner's property.

An individual may be included in one or both Classes.

What does the settlement provide?

- A \$1.5 billion fund to pay those included in the Classes.
- \$1.9 billion fund to buy small interests in trust or restricted land owned by many people.
- Up to \$60 million to fund scholarships to improve access to higher education for Indian youth.
- A government commitment to reform the Indian trust management and accounting system.

How much can I get?

- Historical Accounting Class Members will each get \$1,000.
- Trust Administration Class Members will get at least \$500.
- If you own a small parcel of land with many other people, the federal government may ask you to sell it. You will be offered fair market value. If you sell your land it will be returned to tribal control.

If you believe you are a member of either Class and have not received a notice in the mail about the Settlement, you will need to fill out and mail a Claim Form by **Month 00, 2010**. You can get a Claim Form at the website or by calling the toll-free number.

What are my other rights?

- If you wish to keep your right to sue the federal government about the claims in this Settlement, you must exclude yourself by **Month 00, 2011**.
- If you stay in the Settlement you can object to or comment on it by **Month 00, 2011**. The detailed notice explains how to exclude yourself or object/comment.

The U.S. District Court for the District of Columbia will hold a hearing on Month 00, 2011, to consider whether to approve the Settlement. It will also consider a request for attorneys' fees, costs, and expenses in the amount of \$99.9 million. However, Class Counsel has fee agreements that would pay them 14.75% of the funds created for the Classes, which could result in an award of \$223 million. The Court may award more or less than these amounts based on controlling law. If approved, these payments and related costs will come out of the settlement funds available for payment to class members.

If you wish, you or your own lawyer may ask to appear and speak at the hearing at your own cost. For more information, call or go to the website shown below or write to Indian Trust Settlement, P.O. Box 9577, Dublin, OH 43017-4877.

c/o The Garden City Group, Inc.

P.O. Box 9577

Dublin, OH 43017-4877

Website: www.IndianTrust.com

Toll-Free: 1-800-961-6109 | Email: Info@IndianTrust.com

IIM



CLAIM FORM

IMPORTANT NOTE: You do not need to fill out a Claim Form if you are currently receiving account statements for your IIM account unless you also believe you have a claim under sections A, B and/or C below.

INSTRUCTIONS

To participate in the Indian Trust Settlement, you must fill out the information in “YOUR INFORMATION” below and sign the “SIGNATURE AND CERTIFICATION” on page 4. Also, please complete sections A, B, and/or C.

- A. Complete section A below only** if you do not have a current individual Indian Money (“IIM”) account, but believe you owned an interest in trust or restricted land on September 30, 2009; or
- B. Complete section B below only** if you do not have a current individual Indian Money (“IIM”) account, but believe you had an IIM account open sometime between 1985 and September 30, 2009; or
- C. Complete section C below only** if you want to establish your status as an heir to a deceased IIM account holder or individual landowner.

The information that you provide on this Claim Form will only be used to process your claim. Please attach copies of the required documents for sections A, B, and/or C of this Claim Form when you mail your completed Claim Form.

Check this box if you are currently receiving IIM account statements

YOUR INFORMATION

NOTE: Please fill out the information in the space provided below.

First Name: _____ Middle Initial: _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Your Tribal Membership Number: _____

Your Social Security Number: ____ - ____ - ____

Your Date of Birth: ____ / ____ / ____ (mm/dd/yyyy)

QUESTIONS? PLEASE VISIT WWW.INDIANTRUST.COM OR CALL TOLL-FREE 1-800-961-6109



SECTION A. TRUST LAND INFORMATION

NOTE: Complete section A only if you believe you may own trust land. Please fill out the information about trust or restricted land that you believe you owned in whole or part on September 30, 2009 in the space provided below.

Land Address: _____

City: _____ State: _____ Zip Code: _____

Land Parcel Number: _____

Other Information that Helps to Identify the Land: _____

Documentation Required: Please include copies of any documents that help to show that you owned trust or restricted land on September 30, 2009.

SECTION B. IIM ACCOUNT OPEN ANYTIME BETWEEN 1985 AND SEPTEMBER 30, 2009

NOTE: Complete section B only if you do not have a current IIM Account, but believe you had an IIM Account open anytime between 1985 and September 30, 2009. Please fill out the information in the space provided below.

Your former IIM Account or Native American Account Number(s), if known:

_____ ; _____ ; _____ ; _____ ;

_____ ; _____ ; _____ ; _____ ;

Check this box if you do not know your IIM Account or Native American Account Number(s)

Documentation Required: Please include copies of any documents that help to show that you had an IIM account open anytime between 1985 and September 30, 2009.



SECTION C. FOR HEIRS TO A DECEASED IIM ACCOUNT HOLDER OR INDIVIDUAL LANDOWNER

NOTE: Complete section C only if you believe that you are an heir to a deceased IIM account holder or individual landowner (“Deceased Individual”). Please fill out the information about the Deceased Individual in the space provided below.

First Name of Deceased Individual: _____

Middle Initial of Deceased Individual: _____

Last Name of Deceased Individual: _____

Your Relationship to the Deceased Individual: _____

Tribal Membership Number of Deceased Individual: _____

IIM or Native American Account Number(s) of Deceased Individual: _____;
 _____; _____; _____; _____;

Social Security Number of Deceased Individual: ____ - ____ - ____

Date of Birth of Deceased Individual: ____ / ____ / ____ (mm/dd/yyyy)

Date of Death: ____ / ____ / ____ (mm/dd/yyyy)

If the Deceased Individual was deceased as of September 30, 2009, were the estate’s IIM account(s) or trust interests in probate as of September 30, 2009? (Probate means you have asked a court to transfer ownership of the Deceased Individual’s property after he or she has died.) Yes No

If you know of other heirs to a Deceased Individual, please fill out the following information as available:

First Name: _____ Middle Initial: _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: ____ / ____ / ____ (mm/dd/yyyy) SSN: ____ - ____ - ____ Percent Interest: ____%

NOTE: Additional space is available on page 4.



If you know of other heirs to a Deceased Individual, please fill out the following information as available:

First Name: _____ Middle Initial: _____

Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: ___ / ___ / _____ (mm/dd/yyyy) SSN: _____ - _____ - _____ Percent Interest: _____ %

First Name: _____

Last Name: _____ Middle Initial: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth: ___ / ___ / _____ (mm/dd/yyyy) SSN: _____ - _____ - _____ Percent Interest: _____ %

If you need additional space to list other heirs of the Deceased Individual, please photocopy this page and check this box

Each heir to a Deceased Individual should fill out a Claim Form.

Documentation Required: Please provide documents that help to show that you are an heir of the above Deceased Individual such as: a death certificate, Power of Attorney, an obituary identifying you as a survivor, a Last Will and Testament, or similar documents that help to show your claim.

SIGNATURE AND CERTIFICATION

By signing this document, I certify under penalty of perjury that the information I have provided on this Claim Form is accurate and complete.

Signature

___ / ___ / ___ (mm/dd/yyyy)

Date

IIM Trust Correction and Recovery Project
IIM Outreach and Education

Date	Location	Presenters	Info Handed Out
March 7, 2010	Pine Ridge Reservation – IIM Oglala Lakota College Pejuta Haka College Center Kyle, South Dakota	Elouise Cobell Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 8, 2010	Pine Ridge Reservation – IIM Little Wound School Kyle, South Dakota	Elouise Cobell Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 8, 2010	Rosebud Reservation – IIM Sinte Gleska University – Gym Mission, South Dakota	Elouise Cobell Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 9, 2010	Cheyenne River Indian Agency – IIM High School Auditorium Eagle Butte, South Dakota	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 9, 2010	Standing Rock Indian Reservation – IIM Sitting Bull College Science & Technology Center	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info

IIM Trust Correction and Recovery Project
IIM Outreach and Education

March 10, 2010	Lake Traverse Reservation – IIM SWO Community Center Sisseton, South Dakota	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 11, 2010	Santee Sioux Reservation – IIM Oyate Oyanke Community Center Santee, Nebraska	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 11, 2010	Yankton Sioux Reservation – IIM Fort Randall Casino & Hotel Pickstown, South Dakota	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 11, 2010	Winnebago Indian Reservation – IIM Council Chambers Winnebago, Nebraska	Dennis Gingold Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 17, 2010	San Carlos Reservation – IIM Apache Gold Casino Resort The Geronimo Room San Carlos, Arizona	Geoffrey Rempel Justin Guildler	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info

IIM Trust Correction and Recovery Project
IIM Outreach and Education

March 17, 2010	White Mountain Apache Reservation – IIM Hon-Dah Resort Casino & Conference Center Pinetop, Arizona	Geoffrey Rempel Justin Guilder	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 18, 2010	Navajo Reservation – IIM Churchrock Allottee Association Gallup, New Mexico	Geoffrey Rempel Justin Guilder	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 19, 2010	Navajo Reservation – IIM New Mexico Civic Center Farmington, New Mexico	Geoffrey Rempel Justin Guilder	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 19, 2010	Blackfeet Reservation – IIM New Eagle Shield Center Browning, Montana	David Smith Elouise Cobell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 22, 2010	Flathead Reservation – IIM Salish Kootenai College Victor Charlo/Johnny Arlee Theater Pablo, Montana	David Smith Elouise Cobell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info

IIM Trust Correction and Recovery Project
IIM Outreach and Education

March 23, 2010	Fort Belknap Reservation – IIM Little River Learning Lodge Fort Belknap College Harlem, Montana	Elouise Cobell David Smith	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 24, 2010	Fort Peck Reservation – IIM Silver Wolf Casino Wolf Point, Montana	Elouise Cobell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 29, 2010	Colville Reservation – IIM Northeast Washington Ag & Trade Center Northeast Washington Fairgrounds Colville, Washington	Bill Dorris Elouise Cobell Steven Powell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 29, 2010	Nez Perce Reservation – IIM Clearwater River Resort Events Center Lewiston, Idaho	Geoffrey Rempel Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 30, 2010	Crow Indian Reservation – IIM Apsaalooke Center Crow Agency, MT	Geoffrey Rempel Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info

IIM Trust Correction and Recovery Project
IIM Outreach and Education

March 30, 2010	Yakama Indian Reservation – IIM Smith Family Hall Arts & Sciences Center Heritage University Toppenish, Washington	Bill Dorris Elouise Cobell Steven Powell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 30, 2010	Northern Cheyenne Reservation – IIM Lame Deer, Montana	Geoffrey Rempel Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 31, 2010	Portland Indian Community – IIM Native American Youth & Family Center (NAYA) Gymnasium Portland, Oregon	Elouise Cobell Keith Harper Justin Guildler Steven Powell	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 31, 2010	Wind River Reservation, WY – IIM Northern Arapaho Great Plains Hall Arapahoe, Wyoming	Geoffrey Rempel Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info
March 31, 2010	Wind River Reservation, WY – IIM Eastern Shoshone Rocky Mountain Hall Lander, Wyoming	Geoffrey Rempel Alex Pearl	Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info

IIM Trust Correction and Recovery Project
 IIM Outreach and Education

<p>April 1, 2010</p>	<p>Seattle Indian Community – IIM Indian Heritage Cafeteria Wilson Pacific School Seattle, Washington</p>	<p>Elouise Cobell Keith Harper Justin Guilder Steven Powell</p>	<p>Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info</p>
<p>April 1, 2010</p>	<p>Fort Hall Reservation – IIM Shoshone-Bannock – Dome Room Fort Hall, Idaho</p>	<p>Geoffrey Rempel Alex Pearl</p>	<p>Settlement Agreement Ask Elouise Letters Cobell Settlement Briefing Paper Lawsuit Web Address Senators/Representatives Contact Info</p>