

**AGREEMENT BETWEEN THE UNITED STATES
AND THE HOOPA VALLEY TRIBE
FOR SETTLEMENT OF THE TRIBE'S CLAIM FOR
BREACH OF TRUST (FOURTH CLAIM FOR RELIEF)**

Pacific Coast Federation of Fishermen's Ass'ns, et al. v. U.S. Bureau of Reclamation, et al.,
No. C 02-02006 SBA (N.D. Cal.)

I. EXPLANATORY RECITALS

WHEREAS since prehistoric times the fishery resources of the Klamath and Trinity Rivers have been an important mainstay of the life and culture of the Hoopa Valley Tribe (Tribe);

WHEREAS the salmon fishery of the Klamath and Trinity Rivers holds significant value for the Tribe for ceremonial, subsistence, and commercial purposes, and Chinook salmon are the principal fish upon which the Tribe relies;

WHEREAS the Department of the Interior (Interior) has recognized that the federal government intended to reserve a fishing right for the tribes of the Hoopa and Yurok Reservations and that this right includes the "right to harvest quantities of fish on their reservations sufficient to support a moderate standard of living limited to fifty percent of the harvest in any given year unless varied by agreement of the parties...." Memorandum from the Solicitor to the Secretary of the Interior, M-36979 (October 4, 1993) at 2-3, *cited with approval, Parravano v. Babbitt*, 70 F.3d 539, 542 (9th Cir. 1995), *cert. denied*, 518 U.S. 1016 (1996);

WHEREAS Interior has acknowledged that the Tribe has federal reserved fishing rights to take resident and anadromous fish within its reservation, including various species of salmon, lamprey, and sturgeon, and has further acknowledged that the United States has a trust responsibility to protect tribal trust resources;

WHEREAS Federal Defendant Bureau of Reclamation (Reclamation) manages the Klamath Project, a federal reclamation project in southern Oregon and northern California, pursuant to federal reclamation law as amended and supplemented, and other applicable law;

WHEREAS in managing the Klamath Project, Reclamation recognizes that it shares in a trust responsibility to the Tribe and to the protection of the fishery resources of the Tribe consistent with that trust responsibility;

WHEREAS the U.S. Department of Commerce, National Marine Fisheries Service (NOAA Fisheries), also shares in the trust responsibility to the Tribe and to the protection of the fishery resources of the Tribe consistent with that trust responsibility, including the fishery resources and federal reserved fishing rights of the Tribe;

WHEREAS the Tribe recognizes that Reclamation has certain legal obligations to manage the Klamath Project as a federal reclamation project under federal reclamation law, as amended and supplemented, to deliver water to project water users pursuant to contracts; additionally, there are four National Wildlife Refuges within the Project that either receive water from, or are associated with, Project facilities; and further, that certain Project operations are also subject to the requirements of the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, and other federal laws;

WHEREAS in September 2002, a fish die-off occurred on the Klamath River within the boundaries of the Yurok Reservation, in which over 34,000 fish died, the majority of which were fall run Chinook salmon, including Chinook of Iron Gate Hatchery and Trinity River Hatchery origin;

WHEREAS Reclamation, NOAA Fisheries, and the Tribe (collectively, the Parties) are aware of no recorded historical or Tribal cultural record of an adult salmonid die-off on the Klamath River as large as that which occurred in 2002;

WHEREAS following the 2002 fish die-off, the Hoopa Valley and Yurok Tribes separately moved to intervene as plaintiffs in the above-referenced case, and were granted intervenor status by the court in January 2003;

WHEREAS the Tribe's complaint in intervention included a claim for relief for breach of trust, alleging that Reclamation's operation of Klamath Project facilities in 2002 violated a legal duty to maintain biologically adequate flows in the Klamath River, thereby contributing to the death of over 34,000 fish;

WHEREAS Reclamation and NOAA Fisheries (the Federal Defendants) deeply regret the occurrence of the 2002 fish die-off on the Klamath River;

WHEREAS the United States has made extensive efforts to conserve and protect listed species in the Klamath Basin, including the fishery resources of the Tribes. The federal government has spent millions of dollars on restoration activities in the Klamath Basin, has initiated and led collaborative efforts to find a long-term solution involving all stakeholders in the Basin, has funded and/or undertaken scientific studies to ensure that the agencies use the best available information when designing measures to protect fish species, and has planned substantial land and structural reforms to improve habitat for the fish;

WHEREAS the Parties seek water management solutions in the Klamath Basin whose objective will be to maintain and protect agricultural, wildlife, and fishery resources in the basin, and seek to avoid another fish die-off, and avoid an adversarial approach;

WHEREAS the Parties believe that improved technical and policy consultation between the Tribe and Reclamation, prior to decisions affecting the Tribe's trust resources, will (1) assist in providing both short-term and long-term solutions to water management concerns in the Klamath Basin; (2) provide Reclamation with a greater understanding of the needs of the Tribe's fishery, and how the operations of the Klamath Project may affect those resources; (3) provide Reclamation with a better understanding of technical data and monitoring programs of the Tribe related to tribal trust resources affected by Project operations; and (4) provide the Tribe with greater input concerning Klamath Project operations regarding the nature and scope of the trust resources it believes are affected by the Klamath Project; and recognizing that Reclamation accordingly seeks information from the Tribe regarding the nature and scope of the trust resources it believes are affected by the Klamath Project;

WHEREAS the Tribe acknowledges that the President's current budget request for fiscal year 2005 seeks appropriations from Congress for, among other things, environmental restoration and protection of resources in the Klamath Basin in amounts over \$100 million, including the funding of projects intended to benefit the Tribe's fisheries; and

WHEREAS the Parties want to settle and resolve the Tribe's claim for breach of trust without further litigation;

NOW, THEREFORE the Parties mutually stipulate and agree as follows:

II. AGREEMENT

1.0 General Provisions.

1.1 This Agreement is executed solely for the purpose of compromising and settling the Tribe's fourth claim for relief (breach of trust) as alleged in its complaint in intervention filed in December 2002, is in full and complete settlement of such claim, and nothing herein shall be construed as a precedent in any other context.

1.2 This Agreement shall bind the Parties only as may be necessary to implement the terms of the Agreement, and the Agreement shall not otherwise be cited, construed, offered in evidence, or referred to in any proceedings, whether judicial or administrative.

1.3 Nothing in this Agreement shall be construed or offered in evidence in any proceeding as an admission or concession of wrongdoing, liability, or any issue of fact or law concerning the claim settled under this Agreement, and the United States further denies that Reclamation or NOAA Fisheries breached any trust duty to the Tribes in connection with Klamath Project operations in 2002. The United States or the Tribe, and only the United States or the Tribe, may use this Agreement to document the fact that the Tribe's fourth claim for relief was disposed of pursuant to the terms incorporated herein.

1.4 Nothing in this Agreement shall be deemed or construed to limit or diminish the current existing federal trust responsibility and government-to-government relationship between the Parties.

1.5 Nothing in this Agreement shall be construed to deprive any federal official of authority to revise, amend, or promulgate regulations. Nothing in this Agreement shall be deemed to limit the authority of the executive branch to make recommendations to Congress on any particular piece of legislation.

1.6 The Parties agree that the technical consultation process established pursuant to Section 4 of this Agreement shall be the exclusive means by which Reclamation and the Tribe will consult over technical aspects of Klamath Project operations;

1.7 The Parties do not intend by this Agreement to confer any rights or interests on any third-parties or non-parties to the Agreement.

1.8 No Member of, or Delegate to, Congress, Resident Commissioner or tribal council member shall benefit from this Agreement other than as a member of the Hoopa Valley Tribe in the same manner as other members of the Tribe.

1.9 Nothing in this Agreement shall be construed to commit a federal official to expend funds not appropriated by Congress.

1.10 To the extent that the expenditure or advance of any money or the performance of any obligation of the United States under this Agreement is to be funded by appropriation of funds by Congress, the expenditure, advance, or performance shall be contingent upon the appropriation of funds by Congress that are available for this purpose and the apportionment of such funds by the Office of Management and Budget. No breach of this Agreement shall result and no liability shall accrue to the United States in the event funds are not appropriated or apportioned.

1.11 The Parties reserve the right to amend this Agreement upon mutually agreeable terms to comply with any subsequent court order issued by a court of competent jurisdiction concerning the operation of the Klamath Project or the fishery resources of the Klamath Basin Tribes.

2.0 Interpretation.

2.1 The terms set forth in this Agreement are intended by the Parties as a final expression of agreement with respect to such terms, and may not be contradicted by evidence of any prior agreement or any contemporaneous oral statement. This Agreement is a complete and exclusive statement of the Parties' agreement which may not be explained or supplemented by evidence of additional terms. This Agreement may not be altered or modified except by written instrument signed by each of the Parties or as otherwise provided by order of a court of competent jurisdiction.

2.2 The underlined paragraph headings in this Agreement are for the convenience of the Parties and are not intended to be given any substantive effect in interpreting the Agreement.

2.3 The Parties acknowledge that each Party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by the Parties in connection with this Agreement.

2.4 This Agreement shall be governed by, and construed and enforced in accordance with, and pursuant to, the laws of the United States of America, including federal reclamation law and federal law applicable to contracts made or performed by the United States or to which it is a party.

2.5 The Parties acknowledge and agree that any claim or action by or among any of the Parties hereto that arises out of or relates to the provisions of this Agreement arises under the laws of the United States for the purpose of federal question jurisdiction under 28 U.S.C. § 1331.

2.6 The technical consultation committee established herein is established in furtherance of government-to-government relations, and is not subject to the Federal Advisory Committee Act ("FACA"), 5 U.S.C. App. 1. The parties agree that the technical consultation committee shall be composed only of Federal officials and elected officers of State, local, and tribal governments (or their designated employees with authority to act on their behalf) acting in their official capacities. These meetings will be solely for the purposes of exchanging views, information, or advice relating to the technical aspects of Klamath Project operations.

3.0 Funding.

3.1 For the purpose of furthering the scientific study and restoration of the Tribe's salmon fishery, Reclamation and NOAA Fisheries shall attempt to identify available funds in federal fiscal year 2005 for projects identified for fiscal year 2005, and, if included in the Administration's Budget requests in federal fiscal years 2006-2008, seek to secure the appropriations of funds by Congress for projects in the total amount for the four federal fiscal years not to exceed \$1,500,000.00. Funding for any of the projects identified in Paragraph 3.2 of this Agreement is subject to the following conditions and limitations:

3.1.1 Any projects to be funded pursuant to this Agreement shall be subject to existing authorization and available appropriations enacted by Congress as set

forth in Paragraph 1.10 above;

- 3.1.2 The total amount of funding for these projects cannot exceed a total of \$1,500,000.00 over an approximate four-year period, and cannot exceed \$500,000 per fiscal year;
- 3.1.3 Any projects must be completely funded by the end of fiscal year 2008, with actual completion no later than the end of fiscal year 2009;
- 3.1.4 For fiscal year 2005, projects would be funded assuming the amount appropriated for the Klamath Project is approximately the amount requested in the President's Budget. If sufficient funding is not provided for federal fiscal year 2005, Reclamation will consult with the Tribe to adjust project priorities and funding levels for federal fiscal year 2005;
- 3.1.5 For fiscal years 2006-2008, the funds will be specifically identified in the budget request to the Office of Management and Budget, and Reclamation agrees to advocate strongly for including them in the President's Budgets and, if included, for securing them from Congress through the appropriations process; and
- 3.1.6 Any projects for which appropriations are secured will be funded through a contract, grant or other appropriate instrument from Reclamation, and would be subject to the standard terms and conditions of such instruments;

3.2 Subject to the provisions of Paragraph 3.1 above, Reclamation shall fund or seek appropriations for the following projects proposed by the Tribe:

- 3.2.1 Coded-Wire Tagging Rates at Iron Gate Hatchery;
- 3.2.2 Implement a creel census in the middle portion of Klamath River (Coon Creek Falls to I-5 bridge) to provide direct monitoring of this area;
- 3.2.3 Evaluate isolation of creek mouths as a function of dam operations with special emphasis on effects to coho and steelhead migration and rearing; and/or
- 3.2.4 Initiate habitat studies of the lower Klamath and Trinity Rivers to determine temperature effects on chinook and coho salmon survival.

3.3 The Tribe may determine the priorities for which the projects identified in Paragraph 3.2 should be funded within the funding caps set forth in Paragraph 3.1, including tailoring the projects and their timing to the funds available.

3.4 Review and approval of project plans, and reporting requirements.

- 3.4.1 The Tribe shall submit project plans for research to Reclamation for review, and also to the U.S. Fish and Wildlife Service, NOAA Fisheries, and/or other outside experts for comment, to assure the use by the Tribe of appropriate scientific practices in gathering and interpreting data or otherwise conducting research. If necessary after receipt of comments, the Tribe shall modify proposed project plans to assure the use of such appropriate scientific

practices;

- 3.4.2 If the involvement of other agencies is required in order to implement a project, the agreement of such agencies must be assured prior to signing any instrument providing funding for the project; and
- 3.4.3 The Tribe must prepare and submit to Reclamation a full report on each project at the end of each project and at appropriate mid-project times, as Reclamation shall determine in consultation with the Tribe.

3.5 Reclamation and NOAA Fisheries agree to keep the Tribe informed of the status of such funding requests to enable the Tribe to seek additional legislative support for the funding of the projects.

3.6 The Parties will ensure that the above specified projects are not inconsistent with the recommendations of the National Research Council (NRC) report dated October 2003. To the extent possible, the parties will coordinate their efforts under this Agreement with Reclamation's Klamath Basin Conservation Implementation Program (CIP) process to assist in prioritizing the use of the funds described above and defining the tasks to be accomplished with those funds. In addition to the technical consultation committee established herein, the Tribe acknowledges the importance of seeking comprehensive basin-wide solutions to protect the resources of the Klamath Basin in coordination with multiple stakeholders. To that end, the Tribe agrees to participate in the development and execution of the CIP process.

4.0. Technical Consultation

4.1 Consultation is the process of seeking, discussing, and considering the views of the Tribe at the earliest possible time in Reclamation's decisionmaking process. Consultation generally means more than simply providing information about what the agency is planning to do and allowing for comment. Rather, consultation means two-way communication considers and responds to the concerns of the Tribe. Reclamation will ensure to the extent possible that the Tribe is consulted and has an adequate opportunity to contribute to the development of documents and decisions concerning operations that affect tribal trust resources prior to the making of a decision by Reclamation.

4.2 Consistent with the responsibilities of all Federal agencies to respect the government-to-government relationship with tribal governments, in addition to government-to-government consultation which presently occurs between Reclamation and the Tribe, the Parties agree to create a committee known as the "technical consultation committee."

- 4.2.1. In consideration of Reclamation's and NOAA Fisheries' commitment to the technical consultation committee described herein, the Tribe agrees that the technical consultation committee will serve as the vehicle for all aspects of technical consultation concerning the Klamath Project. To facilitate this process, the Tribe agrees to exchange and share technical information, and to provide oral and written comments on technical matters, in a timely and productive manner.

4.3 Representation

- 4.3.1 Within sixty (60) days of the execution of this Agreement, each Party shall designate technical personnel and/or scientists for the purpose of representing

that Party on the technical consultation committee. At least one member of the technical consultation committee shall be a fisheries biologist.

- 4.3.2 Although regular participation on this technical committee will be limited to representatives from Reclamation and the Tribe, the technical committee may consult with other federal or state agencies or interested parties as needed or appropriate. The Parties acknowledge and agree that the Yurok Tribe may also designate a representative to the technical consultation committee at such time as the Yurok Tribe enters into a substantially similar agreement as provided herein.
- 4.3.3 The technical consultation committee may establish its own procedures as needed to provide for the effective functioning of the committee.
- 4.3.4 After three (3) years, the parties may reevaluate the effectiveness of the technical consultation committee established pursuant to the provisions of this Agreement to determine whether and under what conditions the technical consultation committee should continue.

4.4 Tasks and Recommendations.

- 4.4.1 The principal objective of the technical consultation committee will be to exchange information and data, as appropriate, between Reclamation and the Tribe on technical aspects of Klamath Project operations that may affect fishery resources and federal reserved fishing rights of the Tribe.
- 4.4.2 The Parties acknowledge that Reclamation may have insufficient time before undertaking some actions for the process described in Paragraph 4.4.3 to take place. In the event that Reclamation has insufficient time before taking an action to allow the technical committee to provide a recommendation and receive a written response thereto, Reclamation shall nevertheless attempt to advise and/or consult with the technical committee prior to taking the action. In the event that consultation cannot occur prior to taking the action, Reclamation shall consult with the technical consultation committee as soon as possible after taking the action.
- 4.4.3 The technical consultation committee shall be consulted with and may advise and make recommendation(s) to Reclamation's Klamath Basin Area Office manager regarding the technical aspects of Klamath Project operations, including, but not limited to, the following:
 - a. Water bank supplementation. The technical consultation committee shall be consulted and may advise and make recommendations concerning Reclamation's actions to seek, obtain, secure, and use additional water to provide flows for non-listed species in excess of those flows provided under the 2002 Biological Opinion. Such technical consultation shall be in addition to actions concerning water storage as defined by paragraph 5.0 herein and in addition to continued notification of actions using the water bank to augment flows as provided in the Biological Opinion.

- b. adaptive management.
 - c. annual operations planning.
- 4.4.3.1. Reclamation shall provide the technical consultation committee with prior notice of water year classification and reclassification made pursuant to applicable biological opinions.
- 4.4.4 The technical consultation committee will also assist Reclamation in the development of new modeling, projects, studies and habitat restoration efforts that may benefit the fishery resources of the Tribe.
- 4.4.5 The Parties acknowledge and agree that the functions of the technical consultation committee with respect to Reclamation decisionmakers are scientific and informational only. A reasoned decision by Reclamation which, after following the consultation process described in Paragraph 4.4, does not accept the recommendations of the technical consultation committee, cannot be viewed as a breach of Reclamation's obligations to consult.
- 4.4.6 The technical consultation committee shall be consulted at the earliest reasonably possible time before Reclamation takes action that may affect fishery resources and federal reserved fishing rights of the Tribe.
- 4.4.7 To the extent possible, the technical consultation committee shall establish in advance an estimate of dates of action items to assist in identifying potential deadlines for information sharing, making recommendations, and receiving written responses.
- 4.4.8 Through the technical consultation committee, Reclamation and the Tribe will provide one another with whatever appropriate technical information, results, and supporting data (including modeling), they believe will be useful to one another regarding Klamath Project operations and the fishery resources and federal reserved fishing rights that may be affected by the Klamath Project in a prompt and timely manner.
- 4.5 Meetings.
- 4.5.1 The technical consultation committee will meet not less than quarterly to discuss Klamath Project operations that may affect the fishery resources and federal reserved fishing rights of the Tribe. Such meetings are not intended to preclude more frequent contacts via email or telephone.
- 4.5.2 Meetings shall be held at a mutually agreeable location as determined by representatives of the technical consultation committee.
- 4.6 Designation of Technical Contact.
- 4.6.1 Reclamation will designate a technical contact for tribal fishery resources in Reclamation's Klamath Basin Area Office for the purpose of providing timely and relevant information to the technical committee representatives of each of the Tribes. This technical contact on tribal fishery resources may also serve as a representative on the technical committee on behalf of Reclamation.

4.6.2 As needed, the technical contact shall further facilitate the exchange of information by providing the Tribe with contact information for appropriate Reclamation staff to address specific technical questions that may arise.

5.0. Water Storage.

5.1 The Tribe supports and encourages Reclamation's efforts to seek additional storage of water as appropriate, as a means to better meet the water needs of resources and purposes in the Klamath Basin, including the protection of the Tribe's federally reserved fishing rights, and agrees to work with Reclamation in its efforts to increase water storage capacity.

6.0 Dismissal of Claims.

6.1 Concurrently with the execution of this Agreement, the Parties will execute a stipulation of dismissal without prejudice of the fourth claim for relief in the Tribe's complaint in intervention, which shall be filed in the above-captioned case within five (5) business days of execution of this Agreement. The Parties agree that the stipulation of dismissal and order thereon shall seek to have the above-referenced court reserve jurisdiction over this matter for the sole purpose of reinstating the Tribe's Fourth Claim for Relief.

6.2 This Agreement shall become effective when the dismissal of the Tribe's fourth claims for relief becomes final and nonappealable.

7.0 Fees and Costs.

7.1 Each party shall bear its own costs and attorneys' fees.

8.0 Reinstatement of Claims.

8.1 The Tribe's sole remedy for breach of this Agreement shall be to reinstate the claim that is dismissed without prejudice pursuant to this Agreement. In the event that such claim is reinstated, Federal Defendants reserve their right to assert any and all defenses to such claim.

8.2 Before any Party seeks any judicial relief for breach of this Agreement, that Party shall provide any other Party with thirty (30) days' written notice and shall invoke the dispute resolution provision of this Agreement set forth in Paragraph 9.0 below.

8.3 The Tribe shall not reinstate the claims that are dismissed pursuant to this Agreement on the basis that funds for the projects identified in Paragraph 3.0 were not appropriated by Congress. Notwithstanding the foregoing, the Parties acknowledge that funding of the fishery studies and restoration projects listed above is a key component of this Agreement and the Tribe reserves the right to invoke Paragraph 9.0 in the event Reclamation fails to seek to secure funding for the projects listed herein.

9.0 Dispute Resolution.

9.1 This dispute resolution process shall be triggered solely in the event of a failure to consult pursuant to Paragraph 4.0 or a failure to seek to secure funding for the projects proposed herein pursuant to Paragraph 3.0, and shall be invoked prior to the reinstatement of claims.

9.2 To initiate the dispute resolution process, the Tribe shall provide Reclamation and NOAA fisheries with a written notice of its intent to invoke the dispute resolution process detailing the claimed breach of this Agreement and the remedy requested.

9.3 The Parties shall promptly meet in an effort to reach an informal resolution of the dispute. If such an informal resolution cannot be reached, the Parties agree to submit this matter to a mutually acceptable mediator chosen by the Parties.

9.4 Mediation is a process whereby a neutral person, the mediator, attempts to assist the Parties in reaching a mutually acceptable resolution to their dispute. Mediation shall be non-binding and shall be conducted in accordance with the guidelines of the American Arbitration Association for mediation or any other process or guidelines mutually agreed upon. The Parties shall mutually agree upon the mediator. Each Party shall bear their own costs of the mediation.

9.5 In the event that mediation is not successful, the Tribe shall provide Reclamation and NOAA Fisheries with thirty (30) days notice of its intent to reinitiate its claims pursuant to Paragraph 8.0 of this Agreement.

9.6 Nothing herein shall be deemed or construed as a waiver of the Tribe's or the United States' inherent sovereign immunity from unconsented suit concerning any matter or to any party not a signatory to this Agreement.

10.0 Notices

Any notice under this Agreement shall be in writing and delivered in person, by public or private courier service (including the U.S. Postal Service Express Mail), certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

For the Hoopa Valley Tribe:

Director, Hoopa Valley Tribe Fisheries Department
P.O. Box 417
Hoopa, CA 95546
Phone: 530/ 625-4267
Fax: 530/ 625-4995

For Reclamation:

Area Manager
Klamath Basin Area Office
Bureau of Reclamation
6600 Washburn Way
Klamath Falls, OR 97603
Phone: 541/883-6935
Fax: 541/ 884-9053

Office of the Solicitor
Pacific Southwest Regional Office
2800 Cottage Way
Sacramento, CA 95825-1890

Phone: 916/ 978-6131
Fax: 916/ 978-5694

Solicitor
Department of the Interior
1849 C Street, N.W.
Mailstop 7040
Washington, D.C. 20240
Phone: 202/ 208-4423
Fax: 202/ 208-5584

For NOAA Fisheries:

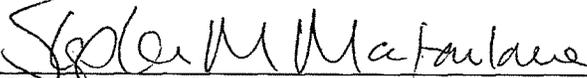
Regional Administrator, Southwest Region
National Marine Fisheries Service
501 W. Ocean Blvd., Ste. 4200
Long Beach, CA 90802

11.0 Signatures.

11.1 The undersigned certify that they are fully authorized by the Party whom they represent to enter into the terms and conditions of this Agreement and legally to bind such Party thereto.

IN WITNESS WHEREOF, the Parties agree to the provisions set forth herein as evidenced by the signatures of their authorized representatives below:

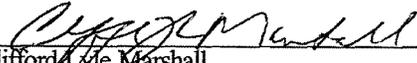
FOR FEDERAL DEFENDANTS:



[], Trial Attorney, United States Department of Justice

Dated: 10/19/04

FOR THE HOOPA VALLEY TRIBE:



Clifford Lyle Marshall
Chairman
Hoopa Valley Tribe

Dated: 10/12/04



Thomas P. Schlessor and Rob Roy Smith
Attorneys for the Hoopa Valley Tribe

10/14/04
Dated: 10/04/04