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CORPORATION; RUMSEY TRIBAL DEVELOPMENT CORPORATION;  
RUMSEY MANAGEMENT GROUP; AND RUMSEY AUTOMOTIVE GROUP

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

RUMSEY INDIAN RANCHERIA OF  
WINTUN INDIANS OF CALIFORNIA, et al.,

Plaintiffs,

vs.

HOWARD DICKSTEIN, et al.,

Defendants.

Case No. 2:07-CV-02412-GEB-EFB

**DECLARATION OF NIAL  
MCCARTHY IN OPPOSITION TO  
DEFENDANTS' MOTION FOR  
TERMINATING SANCTIONS  
(DISMISSAL) OR, IN THE  
ALTERNATIVE, FOR PROTECTIVE  
ORDER AND OTHER SANCTIONS**

Judge: Hon. Garland E. Burrell, Jr.  
Dept: Courtroom 10  
Date: Jan. 28, 2008  
Time: 9:00 a.m.

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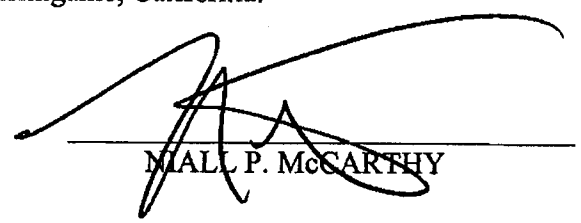
I, Niall McCarthy, declare as follows:

1. I am an attorney licensed to practice law in the State of California and a partner in the law firm of Cotchett, Pitre & McCarthy, counsel of record for Plaintiffs in this action, including, but not limited to, the Rumsey Band of Wintun Indians, a sovereign Indian tribe federally recognized and registered as Rumsey Indian Rancheria of Wintun Indians of California (hereinafter "Tribe"). I submit this declaration in support of Plaintiffs' Opposition to Defendants' Motion for Terminating Sanctions (Dismissal) Or, In The Alternative, For Protective Order And Other Sanctions. The matters set forth herein are within my personal knowledge, and, if called as a witness, I could and would competently testify thereto.

2. On January 12, 2008, I received a document entitled Declaration of Paula Lorenzo-Tackett from Naomi Rustomjee of the Coblenz, Patch, Duffy & Bass law firm. Attached hereto as Exhibit 1 is a true and correct copy of the Declaration that I received from Ms. Rustomjee, who maintains the originally-executed Declaration and who can present same at the hearing.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and recollection.

Executed this 14th day of January 2008 at Burlingame, California.



NIALL P. McCARTHY

**EXHIBIT 1**

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9 Attorneys for  
10 PAULA LORENZO TACKETT (Non-Party)

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF CALIFORNIA  
13 SACRAMENTO DIVISION

14 RUMSEY INDIAN RANCHERIA OF  
15 WINTUN INDIANS OF CALIFORNIA;  
16 RUMSEY GOVERNMENT PROPERTY  
17 FUND I, LLC; RUMSEY DEVELOPMENT  
18 CORPORATION; RUMSEY TRIBAL  
19 DEVELOPMENT CORPORATION;  
20 RUMSEY MANAGEMENT GROUP; and  
21 RUMSEY AUTOMOTIVE GROUP,

22 Plaintiffs,

23 v.

24 HOWARD DICKSTEIN; JANE G. ZERBI;  
25 DICKSTEIN & ZERBI; DICKSTEIN &  
26 MERIN; ARLEN OPPER; OPPER  
27 DEVELOPMENT, LLC; METRO V  
28 PROPERTY MANAGEMENT COMPANY;  
CAPITAL CASINO PARTNERS I; MARK  
FRIEDMAN; FULCRUM MANAGEMENT  
GROUP LLC; FULCRUM FRIEDMAN  
MANAGEMENT GROUP LLC, DBA  
FULCRUM MANAGEMENT GROUP LLC;  
ILLINOIS PROPERTY FUND I  
CORPORATION; ILLINOIS PROPERTY  
FUND II CORPORATION; ILLINOIS  
PROPERTY FUND III CORPORATION;  
4330 WATT AVENUE, LLC; and DOES  
1-100,

Defendants.

Case No. 07-CV-02412-GEB-EFB

**DECLARATION OF PAULA LORENZO  
TACKETT**

1 I, PAULA LORENZO TACKETT, declare as follows:

2 1. I am not a party to the above-entitled action. At all relevant times, I have also been  
3 known as Paula Lorenzo. I am, and since late October 2007 have been, represented by the law  
4 firm of Coblenz, Patch, Duffy & Bass LLP ("CPDB"). I have personal knowledge of the facts set  
5 forth herein, except as to those stated on information and belief and, as to those, I am informed  
6 and believe them to be true. If called as a witness, I could and would competently testify to the  
7 matters stated herein.

8 2. I am a member of the Rumsey Indian Rancheria of Wintun Indians of California  
9 (the "Tribe"). I was a member of the Tribe's governing body ("Tribal Council" or "Council") from  
10 in or about January 1990 to January 2005, and Chairperson of the Tribal Council from in or about  
11 January 1993 to January 2005. At all relevant times, I have been a member of certain tribal boards  
12 and committees, including, without limitation, the Board of Directors of Cache Creek Casino  
13 ("Casino"), and was Chairperson of the Casino's Board of Directors from in or about late 1993 or  
14 early 1994 to mid-2006.

15 3. I have reviewed Defendants' Notice of Motion and Motion for Terminating  
16 Sanctions (Dismissal) or, in the Alternative, for Protective Order and Other Sanctions, Including  
17 Issue, Evidentiary, and Monetary Sanctions, and supporting papers (except for the attached case  
18 authorities), filed on or about December 31, 2007 ("Defendants' Motion"), and am familiar with  
19 the contents thereof. I have asked my counsel, CPDB, to prepare this declaration on my behalf,  
20 and have done so voluntarily and of my own free will. I have had no contact with any other  
21 counsel, including any attorney representing the Tribe, regarding this declaration. I have had no  
22 contact with any member of the Tribe, including the Tribal Council, regarding this declaration.  
23 No member of the Tribe has asked me to make this declaration.

24 4. Based on my review thereof, Defendants' Motion is primarily based on a false  
25 assumption or assertion, namely, that the Tribal Council or their representatives have allegedly  
26 threatened and intimidated me into providing, or being prepared to provide, false information or  
27 evidence in favor of plaintiffs and against defendants or to withhold evidence or information. This  
28 assumption or assertion is absolutely false. It is also personally insulting to me and unjustifiably

1 challenges my integrity. I have not been threatened or intimidated by the Tribe, the Tribal  
2 Council, the Tribe's attorneys, or anyone else, into providing any false information or evidence,  
3 whether by testimony, written or oral statement, or otherwise, or withholding any evidence or  
4 information. Nor would I be intimidated or threatened into withholding or changing testimony or  
5 evidence. Likewise, no one representing the Tribe or the Tribal Council has ever required or  
6 asked me to provide anything but truthful information.

7           5.       Shortly after the Tribe sued defendants in this action, in October 2007, I was  
8 provided a copy of the Complaint, and reviewed it. I was surprised and concerned by its contents.  
9 Prior to that time, no one had informed me of the specific factual allegations on which the Tribe's  
10 claims against defendants are based. For instance, I had had no contacts with any member of the  
11 Tribal Council regarding the nature and scope of the allegations or claims against defendants.

12           6.       Up to and including the point of my reviewing the Complaint, my only source of  
13 information about matters related to the Tribe's investigation of certain business transactions  
14 involving one or more of the defendants was based on oral representations to me by defendants  
15 Howard Dickstein ("Dickstein"), Jane Zerbi ("Zerbi") and Arlen Opper ("Opper") at various times  
16 between in or about June 2006 and July 2007. At no point did Dickstein, Zerbi or Opper tell me  
17 the specific nature or scope of the Tribe's allegations and claims against them.

18           7.       To the contrary, these defendants led me to believe that I was the primary target of  
19 the Tribal Council's investigation, and that the Council intended to accuse me of, and punish me  
20 for, exceeding my authority as Chairperson under the Tribe's Constitution and by laws. In that  
21 vein, Dickstein, in the presence of Zerbi and/or Opper, made representations to me to the  
22 following effect: that the Tribal Council was primarily investigating me, and that defendants were  
23 being investigated largely as a means to that end; that the Tribal Council was trying to take away  
24 my legacy; and that the Tribal Council could take away my tribal citizenship. Even though I knew  
25 I had not engaged in any wrongdoing against the Tribe, these and the like statements caused me  
26 great distress, fear and apprehension for my reputation, financial security and legal position, and  
27 made me feel insulted and disrespected by the Tribal Council.

28

1           8.       During this period, prior to the filing of the Complaint, when these defendants were  
2 leading me to believe that I was in financial and legal jeopardy and that my reputation and legacy  
3 were at risk of being tarnished, I was hearing nothing from the Tribal Council or their attorneys  
4 about the nature and scope of the investigation. Instead, at one point, I was informed by certain  
5 representatives of the Tribe that the investigation had to kept fully confidential to protect its  
6 integrity, and that no information relating to it could be shared with me or anyone outside the  
7 Tribal Council. This lack of information from the Tribal Council only fed my distress, fear and  
8 apprehension, and feelings of having been insulted and disrespected by the Council. It also kept  
9 me from checking the truth of the representations being made to me by Dickstein, Zerbi and  
10 Opper.

11           9.       During the same period referenced in paragraph 6 above, I had only two meetings  
12 with the Tribe's new attorneys, pursuant to their request to discuss certain transactions at issue in  
13 this action: one meeting was in the fall of 2006; the second in or about April 2007. At neither  
14 meeting was I told anything about the specific nature or scope of the Tribal Council's  
15 investigation.

16           10.       Although the Tribal Council suspended me from my official positions at the Casino  
17 and other entities of the Tribe in or about September, 2007, the suspension is temporary and with  
18 full pay. I have an expectation that I will be fairly treated and reinstated to all my positions. If I  
19 am not, then I will explore legal or other options available to me.

20           11.       As detailed below, two documents were prepared for my signature by Dickstein  
21 and/or Zerbi, but at their own initiative, namely: the purported July 20, 2007 "letter," bearing my  
22 signature (a copy of which is attached hereto as Exhibit A, and is also attached to Opper's  
23 declaration in support of Defendants' Motion); and certain purported "minutes" related documents  
24 dated June 27, 2006, also bearing my signature, of a supposed "meeting" on that day of the  
25 Casino's Board of Directors (which are not included in Defendants' Motion papers). I believe that  
26 Opper was involved in the preparation of at least the purported July 20, 2007 "letter," since he  
27 dropped in and out of the July 20, 2007 meeting, further described below.

28

1           12. I signed each of the documents described in paragraph 11 above, under the specific  
2 circumstances described below, based on these defendants' false representations and undue  
3 influence, and at Dickstein's express and urgent direction to do so. In these instances, I acted in  
4 reliance on representations by, and at the urging of, the Tribe's long-standing and trusted former  
5 legal counsel (Dickstein and Zerbi) and financial/investment advisor (Opper). Also, for the  
6 reasons described in paragraphs 7 and 15, in following Dickstein's direction to sign these  
7 documents, I was influenced by my feelings of great distress, fear and apprehension for my  
8 reputation, financial security and legal position, and my feelings of being insulted and disrespected  
9 by the Tribal Council.

10           13. Now that I have a better understanding of the Tribe's claims against defendants and  
11 am no longer subject to Dickstein's, Zerbi's and Opper's false representations, influence and high  
12 pressure tactics, I believe that the Tribe's former legal counsel and financial/investment advisor  
13 took advantage of me and exploited my long relationship of trust and confidence in them to feed  
14 and use my distress, fears and apprehensions, and my feelings of being insulted and disrespected  
15 by the Tribal Council to their own advantage.

16           14. When I learned that the Tribal Council had terminated the legal services of  
17 Dickstein and Zerbi and the financial/investment services of Opper, I was surprised and upset  
18 because I was not told about the nature and scope of the investigation against them, or any  
19 findings thereof, by either the Tribal Council or their attorneys. Essentially, I was kept in the dark  
20 about the specific basis of the terminations. Due to my long-standing service as former  
21 Chairperson of the Council and my general loyalty and services to the Tribe, as well as the long  
22 duration of my professional relationship, as former Chairperson, with Dickstein, Zerbi and Opper,  
23 I felt that the Tribal Council should have shown me the respect and trust of notifying me of the  
24 reasons for their termination. The Tribal Council's failure to do so, and the false information I was  
25 receiving from Dickstein, Zerbi and Opper, left me feeling insulted and disrespected by the  
26 Council and fearful for my own reputation, financial security, and legal position. Had I been  
27 informed of the reasons for these defendants' termination, I would not have been so vulnerable to  
28 their representations and manipulation.



1           15.     Following the termination of Dickstein, Zerbi and Opper, I had certain  
2 communications with them, although primarily with Dickstein, about the situation. Since I was  
3 concerned about the situation but being kept in the dark by the Tribal Council, I was trying to get  
4 some information about what was happening. These defendants assured me that they had done  
5 nothing wrong, and that their termination and the investigation was unjustified and motivated by  
6 the new Tribal Council Chairperson's (Marshall McKay's) desire to gain political advantage in the  
7 Tribe by denigrating the prior actions of the Council, its former Chairperson (me), and its legal  
8 and financial/investment representatives (them). Dickstein in particular made statements to the  
9 effect of: the Tribal Council was coming after me personally; that the new Chairperson (McKay)  
10 wanted to steal my legacy by putting his name on everything and tarnishing my reputation; and  
11 that the Tribal Council wanted to "take away my citizenship." I was particularly shocked and  
12 distressed about Dickstein's representation about "tak[ing] away my citizenship." I have never  
13 heard that from any member of the Tribal Council or its attorneys. I asked Dickstein if such action  
14 by the Tribal Council were possible. In response, he told me about some other tribes that had  
15 expelled their members.

16           16.     Upon hearing these types of distressing representations, I would often ask  
17 Dickstein if I should have my own attorney to protect my interests. He usually responded that that  
18 was something he would have to think about. The last time the subject came up, during  
19 approximately our last in-person contact, he stated, in Opper's presence, that I could be  
20 represented by "Bill," whom he identified as Opper's attorney, if I wanted. I was not comfortable  
21 with this suggestion because I saw that that would be a conflict of interest.

22           17.     I believed the representations being made by Dickstein and these other defendants  
23 due to the long relationship of trust and confidence I had with them as former Chairperson and  
24 because I was getting no information to the contrary, or at all, from the Tribal Council. I now  
25 believe these representations were made to manipulate and use me to defendants' advantage.

26           18.     In or about mid-to late June 2006, Dickstein and Opper informed me that the  
27 Casino was in distress and disarray because "McKay and his people" were engaged in a "take  
28 over" of it, and that certain actions had to be taken to safeguard its records and information and

1 prevent the departure of Casino employees. I was very concerned about these representations by  
2 Dickstein and Opper because the Casino was the primary source of income for the Tribe.  
3 Dickstein instructed me to meet with Bessey Villalobos ("Villalobos") and Elaine Frease  
4 ("Frease"), the other members of the Casino's Board of Directors, and to sign documents he would  
5 send me to protect the Casino. Following Dickstein's direction, Villalobos, Frease and I arranged  
6 to meet at Villalobos' house on June 27, 2006. On that date, before I left my house for Villalobos'  
7 house, Dickstein faxed me certain documents drafted by him and/or Zerbi, which I took with me  
8 to Villalobos' house. At Dickstein's direction, Villalobos, Frease and I signed the documents  
9 drafted and sent by Dickstein. Dickstein represented that these documents were drafts and he  
10 would follow up with clean copies. I never received a clean copy of these documents.

11 19. The documents referenced in paragraph 18 above purport to be "minutes" of the  
12 Casino's Board of Directors meeting of June 27, 2006. However, the meeting between Villalobos,  
13 Frease and me was not a board meeting, but rather a discussion between us based on our  
14 understanding from Dickstein's and Opper's representations about the Tribal Council's actions. As  
15 such, the documents Dickstein drafted and sent to us for execution are not properly labeled as  
16 board "minutes," and should not have been so labeled by him. For my part, I viewed these  
17 documents as setting forth draft agenda items for the Casino Board of Directors' consideration and  
18 discussion. (In or about late September or early October 2007, during a brief telephone call with  
19 Dickstein, I informed him that I had told the Tribal Council that he had prepared and faxed to me  
20 the purported "minutes" dated June 27, 2006, that the June 27, 2006 meeting was not in fact a  
21 Casino board meeting, and that the purported "minutes" were intended to be merely draft agenda  
22 items. There was a long silence on the other end of the phone line, causing me to momentarily  
23 think that the call had terminated. However, after the long silence, Dickstein responded to the  
24 effect that, "That's unfortunate." I told Dickstein this because I wanted him to know that I did not  
25 appreciate his presentation of those documents to the Tribal Council as purported "minutes" of a  
26 Casino board meeting that had not taken place, and that I was upset and insulted at having been  
27 manipulated by him into meeting with Villalobos and Frease and signing those documents.

28

1           20.     I was similarly manipulated by Dickstein, and also by Zerbi and Opper, into  
2 signing the purported "letter" of July 20, 2007. The circumstances are as follows. My husband,  
3 Jerry Tackett, and I were preparing for a road trip vacation in late July to Sturgis, South Dakota. I  
4 informed Dickstein of this impending trip, and we agreed to meet at his office on "J" Street in  
5 Sacramento prior to commencing that trip. I also informed Dickstein that my husband had a tattoo  
6 appointment on July 20, and that we would be driving into Sacramento for that purpose. We  
7 agreed to meet on that date at his office. In addition to the tattoo appointment for my husband, I  
8 had also intended to visit my loft at the same "J" Street address as Dickstein's office. I had  
9 decided to meet with Dickstein one last time on this occasion to see if I could obtain any more  
10 information about the situation with the Tribal Council, but planned to spend about half an hour at  
11 his office. The tattoo appointment was at or about noon, at a location close to Dickstein's office.  
12 Thus, allowing for that appointment, my intended visit to the loft, and my intention to spend no  
13 more than half an hour with Dickstein, my husband and I arrived at Dickstein's office between  
14 approximately 10:15 a.m. and 10:30 a.m.

15           21.     Dickstein and Zerbi were in the office when we arrived. Opper dropped in and out  
16 of Dickstein's office several times during our visit there. The conversation that took place was  
17 similar to other ones I had had with these defendants, in that they assured me that they had done  
18 nothing wrong and gave me virtually no information about the particulars of the Tribe's claims  
19 against them. Instead, they wanted to know whether I had knowledge of what the other members  
20 of the Tribe knew about the investigation; I told them I had not talked to anyone on that subject.  
21 Defendants, especially Dickstein, reiterated their prior statements about me being the primary  
22 target of the investigation and the Tribal Council's intention to take away my legacy and  
23 citizenship, and the like. And, they induced me to make statements supporting their view of what  
24 had occurred in the course of their representation of the Tribe, and to vent my hurt feelings  
25 regarding what was being represented by them as the new Chairperson's attacks on me. The  
26 conversation went on much longer than I had intended or expected, and we ran well past the tattoo  
27 appointment time, with me losing track of time in the emotionally-charged discussion. While I  
28 was speaking, I noticed that Zerbi was writing down something all the time, and occasionally

1 checking a handheld electronic device. I expected that she was working on something unrelated,  
2 and did not know that she was purportedly taking notes. Toward the end of the conversation,  
3 Zerbi abruptly left the meeting space and could be seen working at a computer. I then realized  
4 that we had run past the tattoo appointment, noticed that my husband appeared to be impatient,  
5 and excused myself and made motions to leave. At that point, Dickstein implored me to stay,  
6 telling me that Zerbi had taken notes of what was discussed and was typing them up, and that I  
7 should sign a draft thereof. I was surprised that Zerbi had been supposedly taking notes of our  
8 discussion since that had not been disclosed to me. At Dickstein's insistence, I reluctantly agreed  
9 to stay a while longer. I was then presented with a draft which Dickstein and Zerbi told me was a  
10 transcription of Zerbi's notes of the discussion I had had with these defendants and was implored  
11 to sign it. Given the time pressure, and the fact that Dickstein kept talking to me in the interim, I  
12 briefly skimmed a few portions of the draft, without much focus or attention, and signed it. I  
13 believe that what I signed was a two-page document, but was not in the form of a letter addressed  
14 to "Arlen, Howard and Jane," as it now purports to be, but rather a document with no such opening  
15 greeting. It is my standard practice to write letters, usually on letterhead, but, to my recollection,  
16 always with an address block and reference line – this purported "letter" does not have those  
17 features. Moreover, I would not contemporaneously send a letter to three people who were then  
18 present in a meeting with me, and in the same room.

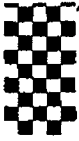
19           22. I was assured by Dickstein and Zerbi that this was a draft document and that they  
20 would send it to me for review and correction. They also told me that they would change some  
21 text to "make it sound better," and that if doing so changed the pagination, they would send me a  
22 revised version for my signature. They never sent me the document for correction, or otherwise.  
23 In fact, the first time I saw the purported "letter" format signed by me was in the course of this  
24 litigation. I never authorized these defendants to put the draft in the form of a "letter" from me to  
25 them or to use the document for any purpose, let alone as a submittal in a mediation in the action  
26 (as I understand it was, by defendants). Also, had I known that these defendants intended to use  
27 the draft without closer review and scrutiny by me, I would never have signed it. I did not then,  
28

1 and do not now, view the draft prepared by Zerbi, and only skimmed under time pressure by me,  
2 as any sort of testimony on my part.

3 23. While my husband and I were on our road trip in late July 2007, I got a call on my  
4 cell phone and saw that it was Dickstein. I did not pick up the call, and he left a message on my  
5 voice mail to the effect that he had submitted "[my] letter" to the mediator. My immediate  
6 reaction was to wonder what "letter" he was talking about because I had not sent any letter to him.  
7 It then slowly dawned on me that these defendants had submitted the draft document, or some  
8 version of it, to the mediator, and done so without my authorization or knowledge. I now knew I  
9 could not trust them, and felt completely used and manipulated.

10 24. In the course of this litigation, I have reviewed my purported "letter" of July 20,  
11 2007. It contains many inaccuracies, out-of-context statements, opinions and representations of  
12 these defendants, and unjustified implications, and is not an accurate reflection of my discussion  
13 with them. It has also been misused in Defendants' Motion by being put to a use I never intended.  
14 By way of non-exhaustive example, defendants use this purported "letter" to imply that the Tribal  
15 Council and/or I reviewed and approved the details of every transaction at issue in this action,  
16 including the financial benefits for one of more of these defendants. In fact, that is not accurate.  
17 My understanding of the transactions at issue was rudimentary and limited to the rights and  
18 obligations of the Tribe with respect thereto, and was based solely on the transaction summaries  
19 periodically presented in Tribal Council meetings by Opper and Dickstein.

20 25. When I signed the transaction documents at issue in this action I did so because I  
21 was assured by Dickstein or Opper that those documents represented the transactions specifically  
22 disclosed to and discussed with the Tribal Council at Council meetings and authorized by the  
23 Tribe. I did not know of any of the alleged self-dealing and other transaction irregularities by  
24 defendants alleged in the Complaint, and Dickstein and Opper never disclosed to me anything  
25 regarding the alleged self-dealing and other financial irregularities. I never received from  
26 defendants any representations or disclosures about any of the transactions at issue that were not  
27 made by Dickstein or Opper to the Tribal Council during Council meetings. Nor, contrary to  
28 defendants' contention, was I the primary contact person for Dickstein, Zerbi or Opper: they had



1 been long-standing legal and financial advisors, respectively, to the Tribe and the Tribal Council,  
 2 and were familiar with and had access to all Tribal Council members and staff, and knew their  
 3 own way around the Tribe's administration office and personnel.

4 I declare under penalty of perjury under the laws of the State of California and of the  
 5 United States of America that the foregoing is true and correct.

6 Executed January 12, 2008, at Brooks, California.

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 10 PAULA LORENZO TACKETT

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COBLENTZ, PATCK, DUFFY & BASS LLP  
 ONE FERRY BUILDING, SUITE 200, SAN FRANCISCO, CALIFORNIA 94111-4213  
 415.391.4800 • Fax 415.399.1652

EXHIBIT A

July 20, 2007

Dear Arlen, Howard and Jane:

I know that the dispute Marshall has with you all is still going on and I want to say again that I think we all need to fight back because we did nothing wrong. I have no problem with everything we did being made public - in a lawsuit if necessary.

First, they keep saying there is nothing in the minutes to prove that any of us had authority to do what we did. The minutes were the responsibility of the tribal secretary Marshall McKay. The Tribal Council asked him again and again to take minutes over the years. He said it wasn't his job, but that's not what the constitution and bylaws say. Sometimes Bessey took the minutes, sometimes one of the tribal staff took minutes, and some of the time nobody took minutes, and Marshall would not take responsibility and is now blaming me and you. They also need to remember we are an Indian tribe, not a corporation. Before I was on the Council, the Tribe had only one meeting a year, and no minutes were taken. It was never our way to write everything down. If that is what Marshall wants to do now, then he can do that.

They also say that I did things myself without approval from the Tribal Council or Board of Directors. As you know, I took everything to the Tribal Council. We met at regular meetings, special meetings, by conference calls when we couldn't get everybody together, and informally because we are a community. Not a company. The Tribal Council asked me to take care of business because I was there everyday at the tribal office and casino. And this is what I did because Tribal Council authorized me to do it. Most of the time I depended upon Bessey, Yolanda and Elaine because Marshall was not there. He missed a lot of meetings and some of the time slept through the meetings he did come to and didn't seem to be all there if you know what I mean.

We asked Arlen to go out there and research business opportunities for us and then he always had to bring it back to us to tell us about it and get our approval. Nothing went forward without our approval. Arlen always told us when he had a financial interest in any investment. He went through his financial interest and the business deals in detail with us before we approved it. It was okay with us that he was making money. We thought it was good that he made good money if we did. It was an incentive. And I stand by that. Howard and Jane, you weren't there for most of this because we relied on Arlen as our financial advisor. Sometimes he used special business lawyers and consultants. You took care of tribal government and casino work. And many times Howard you were asked to consult with Marshall because he didn't attend the meeting and you were asked to call him, but I know he was hard to reach and he never called me. He never emailed me. Everybody knows I was accessible 24 hours a day and I returned my calls and emails. Marshall may want to do things differently now in setting up business investments, and that is fine. But we went from nothing to assets of over \$1 billion during the time I was Chair. And I stand by what we did and what we achieved for the Tribe.

**EXHIBIT B**

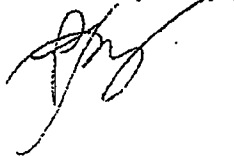


The other thing they are talking about is the trust account. The Board of Directors knew all about the trust account. Howard, I knew your office sent accounting statements on it to Cache Creek every month. Nobody ever had a problem with it. No auditors, accounting staff ever said there was anything wrong with your accounting. This is all just another way of Marshall trying to show we were all doing something wrong because some things are not in minutes that he refused to take responsibility for that our tribal constitution and bylaws gave him. I talked to Randall and Rocky at one time about his not doing his responsibility and their response was, well then fire him.

Howard, we asked you to handle NetJets and other consultants and administrative payments because we did not have any security or continuity at the tribal office. Staff kept changing and our tribal government was in a growth period but did not have much experience. It is easy to look back now and say we should have done things like a big corporation, maybe if Marshall had lived on the reservation ever then maybe he could have come to more meetings, and maybe then he would understand better where we came from and how far we've come. Because to this day he still does not reside on the reservation. Up until recently the Tribal Council felt the safest thing to do was to use your office to take care of administrating the NetJets and arranging flights and paying bills.

Marshall is also saying that we didn't have authority to use NetJets for personal flights at the rate approved by Cache Creek and then the Council again and again. When we first got NetJets, they were pretty new and they didn't have so many planes, as they do now. We had a total of 50 hours and were assessing how many hours we'd need and were waiting for more contract hours for planes we wanted to become available, so we put a cap of 10 hours on the use each year by members and consultants who were allowed to use the plane. This included members and each of you. Soon after new contract hours became available and we realized what our business needs were, we upped our hours so that we had 100s of available hours and the Council authorized the use by the same people without any cap. It all worked out fine because we had plenty of time for both business and personal use. Almost all the members used the plane. What especially angers me is that since he became Chair, Marshall uses the plane to commute from Los Angeles where he lives once or twice every week, and brings the consultants he hired and his wife with him. The rest of us live on the Rancheria.

Walk in beauty always,

A handwritten signature in black ink, appearing to be the initials 'JMS' or similar, written in a cursive style.