

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CALIFORNIA VALLEY MIWOK TRIBE,
et al.,

Plaintiffs,

v.

KEN SALAZAR, et al.,

Defendants.

Case No. 1:11-CV-00160-BJR

Hon. Barbara Jacobs Rothstein

**DECLARATION OF SILVIA BURLEY IN SUPPORT OF INTERVENOR-
DEFENDANT'S MOTION TO EXPEDITE CONSIDERATION OF ITS MOTION TO
DISMISS PLAINTIFFS' AMENDED COMPLAINT**

I, Silvia Burley, hereby declare:

1. I am the Chairperson of the California Valley Miwok Tribe ("Tribe"), a federally-recognized Indian tribe. I have personal knowledge of the facts relating to this matter except as to those stated upon information and belief, which I believe to be true. If called as a witness I could competently and truthfully testify to facts contained herein if called upon to do so in a court of law.

2. As this Court is aware, the Tribe has been involved in an inter-tribal dispute for over a decade. As a result of this inter-tribal dispute, the Tribe's monetary benefits from the State of California have ceased since 2005 and federal grant monies from the United States have ceased since 2008.¹

3. The Tribe is one of very modest means. As such, it relies extensively – if not *almost exclusively* – on these federal and state monies to administer its governmental operations

¹ Federal grant funding pursuant to P.L. 638 resumed temporarily in January 2011 following issuance of the Assistant Secretary's December 2010 decision but was halted shortly thereafter following reconsideration of the decision.

for its Tribal citizens.

4. As a direct result of the withholding of the Tribe's federal and state monies, the Tribe has experienced many severe and far-reaching hardships. Just some of these hardships are detailed herein.

5. The Tribe relies on these federal and state monies for basic, daily operations and governmental services, including: education, fire service, tribal office supplies, tribal security, waste management, electricity, water services, tribal transportation, tribal housing and repairs, tribal social services, telecommunications, waste management, job training, child care services, Tribal Indian Child Welfare services, maintenance and insurance on a single Tribal government vehicle. Currently, the Tribe is without the funds necessary to satisfy these basic governmental needs.

6. The Tribe relies on these federal and state monies to make mortgage payments to the Tribal government offices. The withholding of these funds has caused the Tribal offices to fall into foreclosure, with at least two (2) attempted physical evictions and the ongoing threat of eviction. The threat of eviction remains real and imminent, which would force the Tribe's citizens into homelessness, despite having two United States final agency actions in its favor. (See Letter from Meridian Foreclosure Services, dated June 25, 2013, attached hereto as Exhibit A).

7. In desperate attempts to save the Tribal governmental offices from foreclosure and to continue meeting operating expenses, individual Tribal members have been forced to exhaust their own personal finances to pay these expenses and honor the Tribe's financial commitments. Such actions have included Tribal members selling off their own personal property to meet these basic governmental commitments, which include monthly utilities, phone bills, internet service, fees for the official Tribal website, office supplies (such as postage, printer ink, copy paper, envelopes), maintenance of the Tribal property, and etc. Moreover, the Tribe has been force to cease cell phone services for Tribal governmental employees due to lack of

funding, leaving them vulnerable during travel and transportation in the single, malfunctioning Tribal governmental vehicle.

8. The Tribe further relies on these federal and state monies to compensate its governmental employees – not only administrative, but also employees such as social workers who work with State courts, adoption agencies and child protection services. The withholding of these funds has forced the Tribe to layoff or terminate previously paid positions of Tribal employees. Many Tribal members who have lost their jobs cannot pay their bills or meet their own basic needs, compelling them to resort to selling off their personal property just to try to avoid foreclosure of their homes. Those Tribal members who have already lost their homes to foreclosure have been compelled to reside at the Tribal governmental offices.

9. The Tribe further relies on these federal and state funds to provide much-needed health care to its members. The closest Indian Health Clinic is forty-five (45) miles away from the Tribe's governmental offices. The withholding of these funds has forced the Tribe to cease providing any and all health care benefits to its citizens. As a result, Tribal citizens have been forced to go without proper health care due to the lack of funds to meet their needs or provide proper services. Moreover, Tribal citizens with debilitating physical issues have had to forego surgery, medications, and other basic medical needs as the Tribe continues its fight for funding. I personally have gone for years without various medications for numerous ailments including but not limited to a severe thyroid condition and have not been able to undergo a needed knee surgery due to inadequate funding to pay for the procedure and the lack of health insurance. Another Tribal member has been suffering constant jaw pain due to the fact that the Tribe cannot assist her with funding for a basic and necessary dental surgery.

10. The Tribe further relies on these federal and state monies to be able to retain consultants to assist the Tribe in economic development in order to create its *own* economic opportunities such that the vast reliance on state monies and federal grant funds can be significantly reduced. The Tribe is currently unable to engage in any meaningful economic

development as a direct result of this pending litigation, which has now due to a recent bureaucratic error stripped the Tribe's identity on the federal government's Tribal Leader's Directory, leaving the Tribe incapable of furthering its Tribal self-determination. (*See Tribal Leader's Directory*, attached hereto as Exhibit B).

11. The Tribe further relies on these federal and state monies to send Tribal employees to seminars, conferences and meetings presented by governmental agencies such as the Bureau of Indian Affairs, Bureau of Land Management, Federal Emergency Management Agency, Environmental Protection Agency, the Department of Justice, and numerous others, pertaining to important tribal issues that directly impact the Tribe. The Tribe has been unable to attend numerous such seminars – and to have its voice heard – as it once again lacks the resources to do so.

12. The Tribe further relies on these federal and state monies to pay a Cultural Resource Consultant to represent the Tribe and provide guidance to it in its dealings with numerous federal agencies and rights under federal laws concerning its coveted resources, including the Native American Graves Protection and Repatriation Act, cultural resource preservation issues, Bureau of Land Management, National Park Service, U.S. Military Departments, Museums, Water Rights, United States Department of Agriculture, United States Forest Service, and a host of others. Currently, the Tribe does not have this vital representative, as it simply cannot afford to pay for such representation.

13. The Tribe also relies upon these federal and state monies to hire a consultant to assist it in preserving the Miwok language and cultural traditions – something of utmost importance to the Tribe. The Tribe currently does not have the resources to pay for such a consultant.

14. I am aware of numerous Tribal members who have experienced and continue to experience severe emotional and mental distress, anger and depression throughout this ordeal – mental health issues for which they cannot afford treatment. This has had a rippling effect and

has harmed these members not only physically and mentally, but spiritually as well, by taking away their hope.

15. On a personal level, I have suffered hardship as follows: As Chairperson of the Tribe, it is my signature that is needed on the Tribal credit card and, since the Tribe cannot pay its debts, I am personally accountable for them. This has resulted in a negative impact on my personal credit rating, as I have now maximized all of my available personal line of credit. I also have exhausted all of my unemployment benefits and personal savings in enabling the Tribe to be able to continue running on a daily basis.

16. Simply put, the Tribe cannot continue to operate without the requisite federal and state funding. As such, I, as Chairperson of the Tribe, implore this honorable Court to consider the Tribe's Motion to Dismiss on an expedited basis, or at the earliest possible date.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 3 day of July, 2013.

By: *Silvia Burley, Chairperson*
Silvia Burley, Chairperson

EXHIBIT A

Doc #: 2013-082984
06/24/2013 02:15:32 PM
Page 1 of 4 Fee: \$26.00
Kenneth W. Blakemore
San Joaquin County Recorder
Paid By: SERVICELINK IRVINE

RECORDING REQUESTED BY

Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
(702) 586-4500
(702) 586-4505 (Fax)

Space above this line for recorder's use

APN: 086-640-28 Trustee Sale No. 27125CA Title Order No. 1459667

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND
IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,**

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$411,659.69 as of 06/21/13 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.



Trustee Sale No. 27125CA Title Order No. 1459667

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the above paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

To find out the amount you must pay or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Deutsche Bank National Trust Company, as Trustee of the IndyMac INDA Mortgage Loan Trust
2007-AR3, Mortgage Pass-Through Certificates, Series 2007-AR3 under the Pooling and
Servicing Agreement dated May 1, 2007
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4500**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE
PROMPT ACTION.**

Trustee Sale No. 27125CA Title Order No. 1459667

NOTICE IS FURTHER GIVEN that the beneficial interest under said Deed of Trust and the obligations secured thereby, including the note(s) for the sum of **\$1,000,000.00**, are presently held by or on behalf of the beneficiary; and that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND/OR INTEREST WHICH BECAME DUE ON 05/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND/OR INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND COURT COSTS ARISING FROM THE BENEFICIARY'S PROTECTION OF ITS SECURITY, AND ANY OTHER FEES AND COSTS PERMITTED UNDER THE DEED OF TRUST, PROMISSORY NOTE, AND RELATED DOCUMENTS AND ALL OF WHICH MUST BE CURED AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present Beneficiary under such Deed of Trust, or its authorized agent, has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Where required by law, a declaration pursuant to California Civil Code Section 2923.5 or 2923.55 is attached to this notice.

DATE: 06/21/13

MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS TRUSTEE


By: **RANDELL DENNEY, FORECLOSURE ASSISTANT**

MERIDIAN FORECLOSURE SERVICE IS ASSISTING THE
BENEFICIARY TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.



EXHIBIT B

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

TRIBAL LEADERS DIRECTORY



The printing date appears on the lower left-hand corner of the pages in section 2.

A copy of the Microsoft Excel database file or Adobe Acrobat file can be obtained by regular mail or e-mail. Specify the file format you need and provide a mailing address to Kara John.

Phone: (202) 513-7640 Fax: (202) 208-5113
E-mail: kara.john@BIA.gov

This directory is posted on the Bureau of Indian Affairs website. Go to the internet address below, under "Frequently Requested Documents."

<http://www.bia.gov/DocumentLibrary/index.htm>

Tribal Leaders

Pacific Region

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

Rhonda Morningstar Pope , Chairperson
Buena Vista Rancheria of Me-wuk Indians
1418 20th Street Suite 200,
Sacramento, CA 95811

Phone No: **(916) 491-0011** Fax No **(916) 491-0012**
E-mail: **Not Available**
Web Page:<http://www.buenavistatribe.com>

Express Mail/Package Delivery Services: FedEx - UPS - USPS
1418 20th Street Suite 200,
Sacramento, CA 95811

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

,
California Valley Miwok Tribe

Phone No: Fax No
E-mail:
Web Page:

Express Mail/Package Delivery Services: FedEx - UPS - USPS

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

Daniel Gomez , Chairman
Cachil DeHe Band of Wintun Indians (Colusa Rancheria)
3730 Highway 45,
Colusa, CA 95932

Phone No: **(530) 458-8231** Fax No **(530) 458-4186**
E-mail: cicc@colusa-nsn.gov
Web Page:<http://www.colusa-nsn.gov>

Express Mail/Package Delivery Services: FedEx - UPS - USPS
3730 Highway 45,
Colusa, CA 95932

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

Lloyd Mathieson , Chairman
Chicken Ranch Rancheria of Me-wuk Indians
P.O. Box 1159,
Jamestown, CA 95327

Phone No: **(209) 984-4806** Fax No **(209) 984-5606**
E-mail: chixmch@mlode.com
Web Page:

Express Mail/Package Delivery Services: FedEx - UPS - USPS
16955 Nelson Road,
Jamestown, CA 95327

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

Cristy Nelson , Chairperson
Cahto Indian Tribe of Laytonville Rancheria
P.O. Box 1239,
Laytonville, CA 95454

Phone No: **(707) 984-6197** Fax No **(707) 984-6201**
E-mail: **Not Available**
Web Page:<http://www.cahto.org>

Express Mail/Package Delivery Services: FedEx - UPS - USPS
300 Cahto Drive,
Laytonville, CA 95454

BIA Agency: **Central California Agency**
Self-Gov. Compact:
Term of Office - Exp Date:

Patricia Hermosillo , Chairperson
Cloverdale Rancheria of Pomo Indians
555 S. Cloverdale Blvd.,
Cloverdale, CA 95425

Phone No: **(707) 894-5775** Fax No **(707) 894-5727**
E-mail: **Not Available**
Web Page:<http://www.cloverdalerancheria.com>

Express Mail/Package Delivery Services: FedEx - UPS - USPS
555 S. Cloverdale Blvd.,
Cloverdale, CA 95425