

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

THE CALIFORNIA VALLEY MIWOK
TRIBE, *et al.*,

Plaintiffs,

v.

SALLY JEWELL, in her official capacity as
Secretary of the United States Department of
the Interior, *et al.*,

Defendants,

and,

CALIFORNIA VALLEY MIWOK TRIBE

Defendant-Intervenor

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

Hon. Barbara Jacobs Rothstein

**Affidavit of Robert J. Uram In Support of
Plaintiffs' Opposition to Intervenor-
Defendant's Motion to Expedite Its Motion
to Dismiss**

**AFFIDAVIT OF ROBERT J. URAM IN SUPPORT OF PLAINTIFFS' OPPOSITION TO
INTERVENOR-DEFENDANT'S MOTION TO EXPEDITE ITS MOTION TO DISMISS**

I, Robert J. Uram, hereby declare and state as follows:

1. I am a partner with the law firm of Sheppard, Mullin, Richter & Hampton LLP, attorneys for The California Valley Miwok Tribe, The Tribal Council, Yakima Dixie, Velma WhiteBear, Antonia Lopez, Michael Mendibles, and Evelyn Wilson.

2. The exhibits attached hereto are true and correct copies of public records, court documents or documents of which I have personal knowledge of their authenticity.

3. These documents are:

Exhibit A: Grant deed recorded on March 29, 2002 in San Joaquin County,
California

Exhibit B: Grant deed recorded on March 29, 2002 in San Joaquin County, California

Exhibit C: Grant deed recorded on October 11, 2006 in San Joaquin County, California

Exhibit D: Quitclaim deed recorded on October 12, 2006 in San Joaquin County, California

Exhibit E: Quitclaim deed recorded on March 20, 2007 in San Joaquin County, California

Exhibit F: Grant deed recorded on April 30, 2007 in San Joaquin County, California

Exhibit G: Grant deed recorded on April 30, 2007 in San Joaquin County, California

Exhibit H: Deed of trust recorded on April 30, 2007 in San Joaquin County, California

Exhibit I: Quitclaim deed recorded on June 18, 2008 in San Joaquin County, California

Exhibit J: Trustee's deed upon sale recorded on April 10, 2009 in San Joaquin County, California

Exhibit K: Notice of rescission of trustee's deed upon sale recorded on February 3, 2010 in San Joaquin County, California

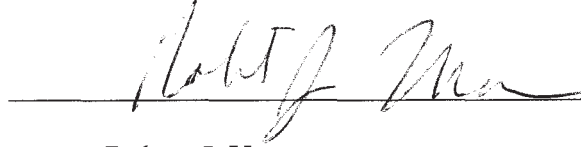
Exhibit L: Notice of Default recorded on June 24, 2013 in San Joaquin County, California

Exhibit M: March 1, 2011 decision and July 29, 2011 decision by Assistant Secretary of the Interior Larry Echo Hawk, filed by federal defendants in *Timbisha Shoshone Tribe v. U.S. Dep't of the Interior*, 2013 WL 1451360 (E.D. Cal. 2013)

Exhibit N: July 11, 2013 letter to Assistant Secretary of the Interior Kevin Washburn, with adopted Tribal Constitution of July 6, 2013 attached.

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

Executed July 19, 2013 at San Francisco, California.

A handwritten signature in cursive script, appearing to read "Robert J. Uram", is written over a horizontal line.

Robert J. Uram

EXHIBIT A

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

SILVIA BURLEY
10601 ESCONDIDO PLACE
STOCKTON, California 95212

DOC # 2002-053945
03/29/2002 09:11A Fee:10.00
Page 1 of 2
Recorded in Official Records
County of San Joaquin
Gary W. Freeman
Assessor-Recorder-County Clerk
Paid by CHICAGO TITLE CO



Escrow No. 3037925 - TF
Order No. 3037925 - MB
A.P.N. # 086-640-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor's Parcel No:
086-640-28

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$NONE

☐ unincorporated area ☒ City of STOCKTON

☒ computed on the full value of the interest or property conveyed, or is

☐ computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
TIGER PAULK, HUSBAND OF GRANTEE

hereby GRANT(S) to
SILVIA BURLEY, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

the following described real property in the City of STOCKTON
County of San Joaquin, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated March 26, 2002

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

On 03/26/02 before me,

TANA FOWLER

a Notary Public in and for said County and State, personally appeared

TIGER PAULK

Tiger Paulk
TIGER PAULK

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

Page 1

Escrow No. 3037925 -TF

LEGAL DESCRIPTION EXHIBIT

Lot 36, TRACT NO. 1388, MORADA ESTATES NORTH, according to the Official Map thereof filed for record in Vol. 30 of Maps and Plats, Page 23, San Joaquin County Records.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocrabon substances lying below a depth of 500 feet without the right of surface entry as reseved by Halber Properties, Inc., a corporation by Deed recorded October 1, 1974 in Book 3915 of Official Records, Page 135, San Joaquin County Records.

"It is the intent of the Grantor herein to divest of any interest, community or otherwise, in and to the herein described property, and to vest title in the herein named Grantee as sole and separate property."



2002-053945
03/29/2002 09:11A
2 of 2

EXHIBIT B

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

AND WHEN RECORDED MAIL TO

TIGER PAULK and SILVIA BURLEY
10601 ESCONDIDO PLACE
STOCKTON, California 95212

DOC # 2002-053946

03/29/2002 09:11A Fee:10.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of San Joaquin
Gary W. Freeman
Assessor-Recorder-County Clerk
Paid by CHICAGO TITLE CO



Escrow No. 3037925 - TF
Order No. 3037925 - MB
a.p.n # 086-640-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

Assessor's Parcel No:
086-640-28

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$819.50

☐ unincorporated area ☒ City of STOCKTON

☒ computed on the full value of the interest or property conveyed, or is

☐ computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
AVTAR SAHOTA and RANJIT K. SAHOTA, husband and wife

hereby GRANT(S) to

SILVIA BURLEY, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

the following described real property in the City of STOCKTON
County of San Joaquin, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated March 15, 2002

STATE OF CALIFORNIA

COUNTY OF San Joaquin

On 03/16/02

before me,

Tana Fowler

a Notary Public in and for said County and State, personally appeared

AVTAR SAHOTA and RANJIT K. SAHOTA

Avtar Sahota
AVTAR SAHOTA
Ranjit K. Sahota
RANJIT K. SAHOTA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

Date My Commission Expires 3/2/06

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

CHICAGO TITLE 3037925-TF

Page 1

Escrow No. 3037925 -TF

LEGAL DESCRIPTION EXHIBIT

Lot 36, TRACT NO. 1388, MORADA ESTATES NORTH, according to the Official Map thereof filed for record in Vol. 30 of Maps and Plats, Page 23, San Joaquin County Records.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocrabon substances lying below a depth of 500 feet without the right of surface entry as reseved by Halber Properties, Inc., a corporation by Deed recorded October 1, 1974 in Book 3915 of Official Records, Page 135, San Joaquin County Records.



2002-053346
03/29/2002 09:11A
2 of 2

EXHIBIT C

RECORDING REQUESTED BY

FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO:

SILVIA BURLEY
10601 Escondido Place
Stockton, CA 95212

DOC # 2006-214680

10/11/2006 07:53A Fee:10.00
Page 1 of 2

Recorded in Official Records
County of San Joaquin

GARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by FIRST AMER TITLE CO



25/0110 -KD

Space Above This Line for Recorder's Use Only

A.P.N.: 086-640-28

Order No.: 8701-2510110

Escrow No.: 14481

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Act 13 A 1.et seq.)

DOCUMENTARY TRANSFER TAX \$ NONE

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation code and Grantor(s) has(have) checked the applicable exclusion from reappraisal:

- ☐ From Joint Tenancy to Community Property
- ☐ From One Spouse to Both Spouses
- ☒ From One Spouse to the Other Spouse
- ☐ From Both Spouses to the Other Spouse
- ☐ Other:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR TIGER PAULK, HUSBAND OF THE HEREIN GRANTEE

hereby GRANT(S) to SILVIA BURLEY, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY the following described property in the City of STOCKTON, County of San Joaquin State of California;

LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA SETATES NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECORD IN VOLUME 30 OF MAPS AND PLATS, AT PAGE 23, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

KNOWN AS: 10601 ESCONDIDO PLACE, STOCKTON, CA 95212

"This conveyance establishes sole and separate property of a spouse, R&T 11911."


"It is the express intent of the Grantor, being the spouse of the Grantee to convey all right, title and interest of the Grantor, community or otherwise, in and to the herein described property to the Grantee as his/her sole and separate property."

SIGNATURE & NOTARY ATTACHED HERETO AND MADE A PART HEREOF

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

A.P.N.: 086-640-28

INTERSPOUSAL TRANSFER GRANT DEED - CONTINUED


TIGER PAULK

Document Date: September 25, 2006

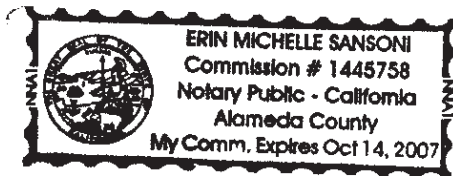
STATE OF CALIFORNIA)
COUNTY OF San Joaquin)SS

On September 26, 2006 before me, Erin Michelle Sansoni
Notary Public, personally appeared Tiger Paulk

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies) and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Erin Michelle Sansoni



This area for official notarial seal.

EXHIBIT D

DOC # 2006-216664

10/12/2006 10:53A Fee:10.00

Page 1 of 2

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

ENT Paid by INDIVIDUAL ON DOCUMENT IND

Recording Requested By
Silvia Burley

When Recorded Mail To

California Valley Miwok Tribe
10601 Escondido Place
Stockton, CA 95212



Above Space Reserved for Recording

Quitclaim Deed

Date of this Document: October 11, 2006

Reference Number of Any Related Documents: _____

Grantor:

Name	<u>Silvia Burley</u>
Street Address	<u>10601 Escondido Place</u>
City/State/Zip	<u>Stockton, CA 95212</u>

Grantee:

Name	<u>California Valley Miwok Tribe</u>
Street Address	<u>10601 Escondido Place</u>
City/State/Zip	<u>Stockton, CA 95212</u>

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Lot 36, Tract No. 1388, Morada Estates North

Assessor's Property Tax Parcel/Account Number(s): 086-640-28

THIS QUITCLAIM DEED, executed this 11th day of October, 2006, by first party, Grantor, Silvia Burley, whose mailing address is 10601 Escondido Place, Stockton, CA 95212, to second party, Grantee, California Valley Miwok Tribe, whose mailing address is 10601 Escondido Place, Stockton, CA 95212.

WITNESSETH, That the said first party, for good consideration and for the sum of -0- Dollars (\$0.0) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of San Joaquin, State of California to wit: Lot 36, Tract No. 1388, Morada Estates North, according to the Official Map thereof filed for record in Vol. 30 of Maps and Plats, Page 23, San Joaquin County Records.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness: _____

Print Name of Witness: _____

Signature of Witness: _____

Print Name of Witness: _____

Signature of Grantor: Silvia Burley

Print Name of Grantor: Silvia Burley

State of: California
County of: San Joaquin

On October 12, 2006, before me, KAREN A. SCHEFLO, Notary Public, appeared Silvia Burley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. **WITNESS** my hand and official seal.

Signature of Notary: Karen A. Scheflo

Affiant Known ☒ Produced ID
Type of ID CALifornia Driver License
(Seal)

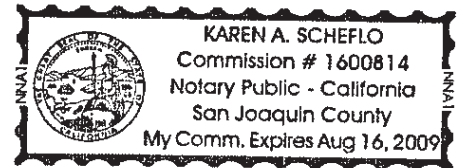
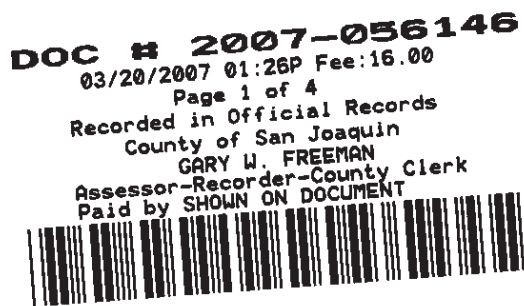


EXHIBIT E

Recording Requested By
California Valley Miwok Tribe

When Recorded Mail To

Silvia Burley
10601 Escondido Place
Stockton, CA 95212



Above Space Reserved for Recording

Quitclaim Deed

Date of this Document: March 15, 2007

Reference Number of Any Related Documents: _____

Grantor:
Name California Valley Miwok Tribe
Street Address 10601 Escondido Place
City/State/Zip Stockton, CA 95212

Grantee:
Name Silvia Burley
Street Address 10601 Escondido Place
City/State/Zip Stockton, CA 95212

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Lot 36, Tract No. 1388, Morada Estates North

Assessor's Property Tax Parcel/Account Number(s): 086-640-28

THIS QUITCLAIM DEED, executed this 15 day of March, 2007, by first party, Grantor, California Valley Miwok Tribe, whose mailing address is 10601 Escondido Place, Stockton, CA 95212, to second party, Grantee, Silvia Burley, whose mailing address is 10601 Escondido Place, Stockton, CA 95212.

WITNESSETH, That the said first party, for good consideration and for the sum of -0- Dollars (\$0.0) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of San Joaquin, State of California to wit: Lot 36, Tract No. 1388, Morada Estates North, according to the Official Map thereof filed for record in Vol. 30 of Maps and Plats, Page 23, San Joaquin County Records.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Grantor:

Signature of Tribal Chairperson: *Silvia Burley*

Print Name of Tribal Chairperson: Silvia Burley

Signature of Vice Chairperson: *Anjelica Paulk*

Print Name of Vice Chairperson: Anjelica Paulk

Signature of Secretary/Treasurer: _____

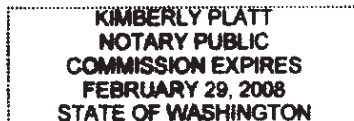
Print Name of Secretary/Treasurer: Rashel Reznor *Rashel Reznor*

State of: WA
County of: Thurston

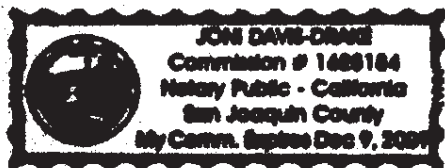
On 16 March, 2007, before me, *Kimberly Platt*
appeared *Anjelica Paulk*, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s);
or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my
hand and official seal.

Signature of Notary: *Kimberly Platt*

Affiant Known Produced ID ☒
Type of ID WA State I.D.
(Seal)



State of California

County of San JoaquinOn 3/19/07 before me, Joni Davis-Drake Notary Public
(DATE) (NAME/TITLE OF OFFICER-i.e., "JANE DOE, NOTARY PUBLIC")personally appeared Rashel Reznor
(NAME(S) OF SIGNER(S))☒ personally known to me -OR- ☐

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(SEAL)

(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED☐ GENERAL☐ ATTORNEY IN FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED☐ GENERAL☐ ATTORNEY IN FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

State of California

County of San JoaquinOn 3/19/07 before me, JONI DAVIS - Drake - Notary Public
(DATE) (NAME/TITLE OF OFFICER i.e. "JANE DOE, NOTARY PUBLIC")personally appeared Silvia Burley
(NAME(S) OF SIGNER(S))☒ personally known to me -OR- ☐

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

(SEAL)

(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is **OPTIONAL**. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

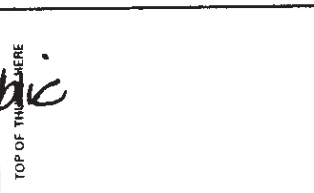
THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)☐ CORPORATE _____

OFFICER(S) _____

(TITLES)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY IN FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: _____

SIGNER IS REPRESENTING:

(Name of Person(s) or Entity(ies))

EXHIBIT F

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
SILVIA BURLEY
10601 North Escondido Place
Stockton, CA 95212

DOC # 2007-082221

04/30/2007 11:03A Fee:10.00

Page 1 of 2

Recorded in Official Records

County of San Joaquin

GARY W. FREEMAN

Assessor-Recorder-County Clerk

Paid by TITLE COURT



Space Above This Line for Recorder's Use Only

A.P.N.: 086-640-28

Order No.: 2742069

Escrow No.: 14913

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$

☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ unincorporated area; ☒ City of Stockton, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
SILVIA BURLEY

hereby GRANT(s) to **SILVIA BURLEY, a married woman as her sole and separate property**

the following described property in the City of **STOCKTON**, County of **San Joaquin** State of California;

LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA ESTATES NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECOED IN VOLUME 30 OF MAPS AND PLATS, AT PAGE 23, SAN JUAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

KNOWN AS: 10601 NORTH ESCONDIDO PLACE, STOCKTON, CA 95212

"This conveyance changes the manner in which title is held from NO VESTING TO A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY , R & T 11911."

GRANT DEED CONTINUED ON NEXT PAGE

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

A.P.N.: 086-640-28

GRANT DEED - CONTINUED

Silvia Burley
SILVIA BURLEY

Document Date: April 20, 2007STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) SSOn April 22, 2007 before me, Gloria MagdalenoNotary Public, personally appeared SILVIA BURLEY

~~personally known to me~~ or proved to me on the basis of satisfactory evidence) to be the person(~~e~~) whose name(~~e~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~) and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~e~~) or the entity upon behalf of which the person(~~e~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

This area for official notarial seal.

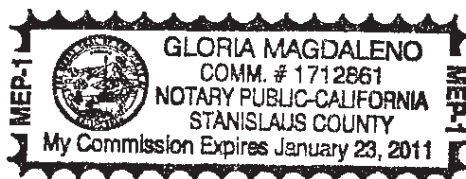


EXHIBIT G

DOC # 2007-082222

04/30/2007 11:03A Fee:10.00

Page 1 of 2

Recorded in Official Records
County of San JoaquinGARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by TITLE COURT

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
SILVIA BURLEY
10601 North Escondido Place
Stockton, CA 95212

Space Above This Line for Recorder's Use Only

A.P.N.: 086-640-28

Order No.: 2742069

Escrow No.: 14913

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Act 13 A 1.et seq.)

DOCUMENTARY TRANSFER TAX \$ NONE

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation code and Grantor(s) has(have) checked the applicable exclusion from reappraisal:

- ☐ From Joint Tenancy to Community Property
☐ From One Spouse to Both Spouses
☒ From One Spouse to the Other Spouse
☐ From Both Spouses to the Other Spouse
☐ Other:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR TIGER PAULK,
HUSBAND OF THE HEREIN GRANTEEhereby GRANT(S) to SILVIA BURLEY, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
the following described property in the City of STOCKTON, County of San Joaquin State of California;LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA ESTATES
NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECOED IN VOLUME 30 OF MAPS AND
PLATS, AT PAGE 23, SAN JUAQUIN COUNTY RECORDS.EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING
BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER
PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF
OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

KNOWN AS: 10601 NORTH ESCONDIDO PLACE, STOCKTON, CA 95212


"This conveyance establishes sole and separate property of a spouse, R&T 11911."

"It is the express intent of the Grantor, being the spouse of the Grantee to convey all right, title and interest of the Grantor,
community or otherwise, in and to the herein described property to the Grantee as his/her sole and separate property."

SIGNATURE & NOTARY ATTACHED HERETO AND MADE A PART HEREOF

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

INTERSPOUSAL TRANSFER GRANT DEED - CONTINUED


TIGER PAULK

Document Date: April 20, 2007

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN)SS

On APRIL 22, 2007 before me, GLORIA MAGDALENO
Notary Public, personally appeared TIGER PAULK

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

This area for official notarial seal.

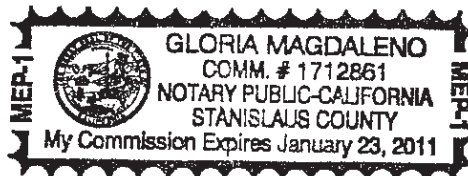


EXHIBIT H

4
FIRST AMERICAN TITLE COMPANY LOS ANGELES

DOC # 2007-082223

04/30/2007 11:03A Fee:63.00

Page 1 of 19

Recorded in Official Records
County of San JoaquinGARY W. FREEMAN
Assessor-Recorder-County Clerk
Paid by TITLE COURT

Recording Requested By:

INDYMAC BANK, F.S.B., C/O DOCUMENT
MANAGEMENT

[Company Name]

And When Recorded Mail To:

INDYMAC BANK, F.S.B., C/O DOCUMENT
MANAGEMENT

[Company Name]

[Name of Natural Person]

BLDG B, 901 E 104TH ST, SUITE 400/500

[Street Address]

KANSAS CITY, MO 64131

[City, State Zip Code]

274 2069-31

[Space Above This Line For Recording Data]

086-640-28

DEED OF TRUST

MIN: 100055401261447769

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 20, 2007 together with all Riders to this document.

(B) "Borrower" is SILVIA BURLEY A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank
United States of America
AVENUE, PASADENA, CA 91101

organized and existing under the laws of
Lender's address is 155 NORTH LAKE

(D) "Trustee" is FIRST AMERICAN TITLE INSURANCE CO.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 13

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14301CA 008/00

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(F) **"Note"** means the promissory note signed by Borrower and dated April 20, 2007 . The Note states that Borrower owes Lender one million and NO/100ths Dollars (U.S. \$ 1,000,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2037

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower *[check box as applicable]*:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Revocable Trust Rider	
<input type="checkbox"/> Other(s) <i>[specify]</i>		

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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www.compliance-source.com

Page 2 of 13

MFERS Modified Form 3005 01/01

14301CA 008/00

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TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SAN JOAQUIN;
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Assessor's Identification Number: 086-640-28

which currently has the address of

10601 NORTH ESCONDIDO PLACE
 [Street]
 STOCKTON, California 95212 ("Property Address");
 [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, INC.—

www.compliance-source.com

Page 3 of 13

MERS Modified Form 3005 01/01

14301CA 008/00

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payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

Loan No: 126144776



If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds,

Loan No: 126144776



whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or

Loan No: 126144776



obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Page 7 of 13

MERS Modified Form 3005 01/01

14301CA 008/00

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Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Loan No: 126144776



14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this

Loan No: 126144776



Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

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Page 10 of 13

MERS Modified Form 3005 01/01

14301CA 008/00

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22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Loan No: 126144776



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


SILVIA BURLEY (Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

[Acknowledgment on Following Page]



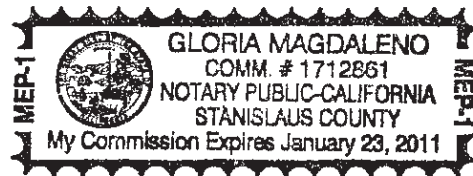
State of CALIFORNIACounty of SAN JOAQUINOn APRIL 22, 2007 before me, GLORIA MAGDALENO, Notary Public [name and title of officer]
personally appeared SILVIA BURLEY

~~personally known to me (or~~ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument in person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

**REQUEST FOR FULL RECONVEYANCE****TO TRUSTEE:**

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of _____ County, State of California, in book _____, page _____ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

(Trustee)

Loan No: 126144776

California Deed of Trust-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Page 13 of 13

MERS Modified Form 3005 01/01

14301CA 008/00

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Exhibit "A"

LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA ESTATES NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECOED IN VOLUME 30 OF MAPS AMD PLATS, AT PAGE 23, SAN JUAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

ASSESSOR'S TAX PARCEL NUMBER 086-640-28

FIXED/ADJUSTABLE RATE RIDER INTEREST ONLY PERIOD

(1-Year LIBOR Index - Rate Caps)

(Assumable after Initial Period)

(10 Year Interest Only Period)

Loan # 126144776

MIN: 100055401261447769

THIS ADJUSTABLE RATE RIDER is made this 20th day of April, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10601 NORTH ESCONDIDO PLACE, STOCKTON, CA 95212

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2012, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."



IndyMac Bank

Fixed/Adjustable Rate Rider - WSJ 1 Yr. Libor - Interest Only Period -

Multistate

Page 1 of 5

Form 5601

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VMP Mortgage Solutions, Inc. (800)521-7291

6/05

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and 750/1000ths percentage point(s) (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.750 % or less than 2.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two and NO/1000ths percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.



B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
SILVIA BURLEY -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower



Loan No: 126144776
8480831 (0506)

Page 5 of 5

Form 5601
6/05

EXHIBIT I

Recording Requested By
Silvia Burley

When Recorded Mail To

California Valley Miwok Tribe
10601 Escondido Place
Stockton, CA 95212

Doc #: 2008-100432
Wed Jun 18 13:12:15 PDT 2008 1:12 PM
Page: 1 of 2 Fee: \$11.00
Gary W. Freeman
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



Above Space Reserved for Recording

Quitclaim Deed

GIFT

Date of this Document: June 18, 2008

Reference Number of Any Related Documents: _____

Grantor:

Name	<u>Silvia Burley</u>
Street Address	<u>10601 Escondido Place</u>
City/State/Zip	<u>Stockton, CA 95212</u>

Grantee:

Name	<u>California Valley Miwok Tribe</u>
Street Address	<u>10601 Escondido Place</u>
City/State/Zip	<u>Stockton, CA 95212</u>

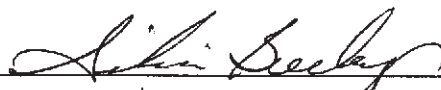
Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): Lot 36, Tract No. 1388, Morada Estates North

Assessor's Property Tax Parcel/Account Number(s): 086-640-28

THIS QUITCLAIM DEED, executed this 18th day of June, 2008, by first party, Grantor, Silvia Burley, whose mailing address is 10601 Escondido Place, Stockton, CA 95212, to second party, Grantee, California Valley Miwok Tribe, whose mailing address is 10601 Escondido Place, Stockton, CA 95212.

WITNESSETH, That the said first party, for good consideration and for the sum of -0- Dollars (\$0.0) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of San Joaquin, State of California to wit: Lot 36, Tract No. 1388, Morada Estates North, according to the Official Map thereof filed for record in Vol. 30 of Maps and Plats, Page 23, San Joaquin County Records.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

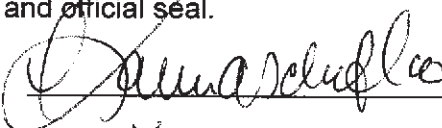
Signature of Grantor: 
Print Name of Grantor: Silvia Burley

State of: California
County of: San Joaquin

On 6/18, 2008, before me, KAREN A. SCHEFLO, Notary Public, appeared Silvia Burley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary: 

Affiant _____ Known X Produced ID _____
Type of ID California Drivers License
(Seal)

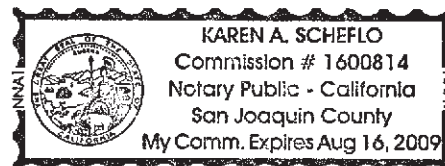


EXHIBIT J

120
Trustee's Deed Upon Sale
Page

Recording requested by:

When recorded mail to:

Indymac Bank FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

Forward tax statements to the address given above

Doc #: 2009-054389
Fri Apr 10 09:37:41 PDT 2009
Page: 1 of 2 Fee: \$11.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: TITLE COURT SERVICE



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TS # CA-08-217179-TC

Order # 080104877-CA-DCI

Loan # 1009813021

Trustee's Deed Upon Sale

A.P.N.: 086-640-28

Transfer Tax: \$0.00

The undersigned grantor declares:

The grantee herein **IS** the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: **\$1,086,144.37**

The amount paid by the grantee at the trustee sale was: **\$624,201.00**

The documentary transfer tax is: **None**

Said property is in the City of: STOCKTON, County of SAN JOAQUIN

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

IndyMac Federal Bank FSB

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **SAN JOAQUIN**, State of California, described as follows:

LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA ESTATES NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECOED IN VOLUME 30 OF MAPS AND PLATS, AT PAGE 23, SAN JUAQUIN COUNTY RECORDS. EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **SILVIA BURLEY A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**, as trustor, dated **4/20/2007**, and recorded on **4/30/2007** as instrument number **2007-082223**, in Book **xxx**, Page **xxx** of Official Records in the office of the Recorder of **SAN JOAQUIN**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **12/11/2008**, instrument no **08-191157**,

Trustee's Deed Upon Sale

2 | Page

Book , Page , of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b .

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on **4/1/2009** at the place named in the Notice of Sale, in the County of **SAN JOAQUIN**, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being **\$624,201.00** in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: **4/3/2009**

QUALITY LOAN SERVICE CORPORATION

By:

Eva Alvarez, Assistant Secretary

State of California)
County of San Diego)

On 4-8-09 before me, **Michelle Nguyen** a notary public, personally appeared **Eva Alvarez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michelle Nguyen

(Seal)



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT K

RECORDING REQUESTED BY:

OneWest Bank, FSB
2900 Esperanza Crossing
Austin, TX 78758

Doc #: 2010-017193
Wed Feb 03 10:12:22 PST 2010
Page: 1 of 2 Fee: \$18.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: TITLE COURT SERVICE



WHEN RECORDED MAIL TO:
Quality Loan Service Corp.

2141 5th Avenue
San Diego, CA 92101

TS #: CA-08-217179-TC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF RESCISSION OF TRUSTEE'S DEED UPON SALE

This Notice of Rescission is made this day **2/1/2010** with respect to the following:

1.) **THAT QUALITY LOAN SERVICE CORPORATION** is the duly appointed Trustee under that certain Deed of Trust dated **4/20/2007** and recorded **4/30/2007** as instrument number **2007-082223** in book **xxx** page **xxx** wherein **SILVIA BURLEY A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY** are named as Trustors, **FIRST AMERICAN TITLE INSURANCE CO.** is named as trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK**, is named as beneficiary;

2.) **THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK** is the beneficiary of record under that Deed of Trust by virtue of an Assignment of Beneficial Interest recorded ;

3.) **THAT THE DEED OF TRUST** encumbers real property located in the County of **SAN JOAQUIN**, State of **CA**, described as follows:

LOT 36, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, TRACT NO. 1388, MORADA ESTATES NORTH, ACCORDING TO OFFICIAL MAP THEREOF FILED FOR RECOED IN VOLUME 30 OF MAPS AMD PLATS, AT PAGE 23, SAN JUAQUIN COUNTY RECORDS. EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY HALBER PROPERTIES, INC., A CORPORATION BY DEED RECORDED OCTOBER 1, 1974 IN BOOK 3925 OF OFFICIAL RECORDS, AT PAGE 135, SAN JOAQUIN COUNTY RECORDS.

4.) **THAT BY VIRTUE OF** a default under the terms of the Deed of Trust, the beneficiary did declare a default, as set forth in a Notice of Default recorded **12/11/2008** as instrument number **08-191157** in book , page in the office of the Recorder of **SAN JOAQUIN** County, State of **CA**;

5.) **THAT THE TRUSTEE** has been informed by the Beneficiary that the beneficiary desires to rescind the Trustee's Deed recorded upon the foreclosure sale which was conducted in error due to a failure to communicate timely, notice of conditions which would have warranted a cancellation of the foreclosure which did occur on **4/1/09**;

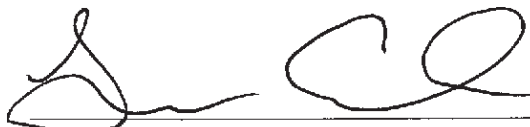
**"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
Representation as to its effect upon title"**

6.) **THAT THE EXPRESS PURPOSE** of this Notice of Rescission is to return the priority and existence of all title and lien holders to the status quo-ante as existed prior to the trustee's sale;

NOW THEREFORE, THE UNDERSIGNED HEREBY RESCINDS THE TRUSTEE'S SALE AND PURPORTED TRUSTEE'S DEED UPON SALE AND HEREBY ADVISES ALL PERSONS THAT THE TRUSTEE'S DEED UPON SALE DATED AND RECORDED 4/10/2009 AS INSTRUMENT NUMBER 09-54389 IN THE COUNTY OF SAN JOAQUIN, STATE OF CA, FROM QUALITY LOAN SERVICE CORPORATION (TRUSTEE) TO IndyMac Federal Bank FSB (GRANTEE) IS HEREBY RESCINDED, AND IS AND SHALL BE OF NO FORCE AND EFFECT WHATSOEVER. THE DEED OF TRUST DATED 4/20/2007, RECORDED 4/30/2007 AS INSTRUMENT NUMBER 2007-082223 IN BOOK xxx, PAGE xxx, IS IN FULL FORCE AND EFFECT.

Dated: 2/1/2010

QUALITY LOAN SERVICE CORPORATION



By: Tere Camacho, Assistant Vice President

State of California)
) ss.
County of San Diego)

On 2/1/2010 before me, **Sharina L. Guzman** a notary public, personally appeared **Tere Camacho**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

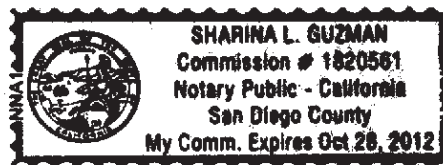

Sharina L. Guzman

EXHIBIT L

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.**

**NOTICE IS HEREBY GIVEN THAT: MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A
CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is the duly appointed
Trustee, Substituted Trustee or Agent for the Beneficiary under a Deed of Trust dated 04/20/07,
executed by SILVIA BURLEY A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY,
as trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK,
as Beneficiary Recorded 04/30/07, Book , Page , Instrument 2007-082223 of official records, in the
office of the Recorder of SAN JOAQUIN County, California, as more fully described on said Deed of
Trust.**

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.

SILVIA BURLEY

DECLARATION PURSUANT TO CAL. CIV. CODE SECTION 2923.55(c):

The undersigned mortgagee, beneficiary or authorized agent hereby declares under the laws of the State of California, as follows:

- ☐ The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.55. Thirty days or more have elapsed since the borrower was contacted.
- ☒ The mortgagee, beneficiary or authorized agent has tried with due diligence to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.55. Thirty days or more have elapsed since these due diligence efforts were completed.
- ☐ The mortgagee, beneficiary or authorized agent was not required to comply because the individual did not meet the definition of "borrower" pursuant to subdivision (c) of 2920.5 because the individual:
 - ☐ has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
 - ☐ has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.
 - ☐ has filed a case under Chapter 7,11,12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure,

I certify that the above is true and correct.

Indymac Mortgage Services, a division of OneWest Bank


Jon Dickerson

Date: 3/17/2013

By:

EXHIBIT M

BENJAMIN B. WAGNER
United States Attorney
SYLVIA A. QUAST
Assistant United States Attorney
501 I Street, Suite 10-100
Sacramento, CA 95814
Telephone: (916) 554-2740

Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

TIMBISHA SHOSHONE TRIBE;
JOSEPH ("JOE") KENNEDY; ANGELA
("ANGIE") BOLAND; GRACE GOAD;
ERICK MASON; HILLARY FRANK;
MADELINE ESTEVES and PAULINE
ESTEVES,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
THE INTERIOR, BUREAU OF INDIAN
AFFAIRS, LARRY ECHO HAWK,
AMY DUTSCHKE; and TROY BURDICK,

Defendants.

Case No. 2:11-cv-00995-GEB-GGH

**DECLARATION OF JAMES PORTER
IN SUPPORT OF DEFENDANTS'
MOTION TO DISMISS FIRST
AMENDED COMPLAINT**

I, James Porter, declare as follows:

1. I am an Attorney-Advisor in the Branch of Tribal Government and Alaska, Division of Indian Affairs, Office of the Solicitor, United States Department of the Interior. I was assigned the two administrative appeals arising from disputes between factions of the Timbisha Shoshone ("Tribe") tribal government. My responsibilities in that regard included overseeing preparation of the administrative record for those consolidated appeals. I was also responsible for assisting the Assistant Secretary's office with preparing the record for the July 29,

2011, decision, attached hereto as Exhibit 2. I have personal knowledge of the facts set forth in this declaration.

2. Attached hereto is Exhibit 1, which is a true and correct copy of Assistant Secretary–Indian Affairs Larry Echo Hawk’s March 1, 2011, letter notifying the parties to the Timbisha consolidated appeals of his decision.

3. Attached hereto is Exhibit 2, which is a true and correct copy of Assistant Secretary -- Indian Affairs Echo Hawk’s July 29, 2011, letter recognizing the Timbisha Shoshone Tribal Government consisting of the five people who received the most votes in the April 29 election that the Tribe held.

4. Attached hereto is Exhibit 3, which is a true and correct copy of Bureau of Indian Affairs (“BIA”) Northern California Agency Superintendent Troy Burdick’s June 26, 2011, Memorandum to the BIA’s Regional Director, Pacific Region, regarding the Tribe’s April 29, 2011, election.

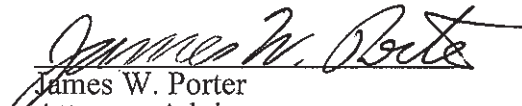
5. Attached hereto is Exhibit 4, which is a true and correct copy of the May 8, 2011, Final Report of Special Election for Tribal Council 2011 that the Defendants received from the Tribe.

6. Each Exhibit provided with my declaration is a true and correct copy of a document which is kept in the ordinary course of business and located in files in the Department of the Interior’s offices in Washington, D.C.

I declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed at Washington, D.C., this 30th day of August, 2011.

By:


James W. Porter
Attorney-Advisor
Office of the Solicitor
U.S. Department of the Interior



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

MAR 01 2011

**JOE KENNEDY, PAULINE ESTEVES,
MADELINE ESTEVES, ANGIE BOLAND,
AND ERICK MASON,
PLAINTIFFS/APPELLANTS**

v.

**PACIFIC REGIONAL DIRECTOR,
BUREAU OF INDIAN AFFAIRS,
DEFENDANT/APPELLEE.**

ORDER

Appellants challenge the February 17, 2009, decision by the Director of the Pacific Region to reject the validity of actions taken by the General Council of the Timbisha Shoshone Tribe at a special meeting held January 20, 2008. For the reasons set out below, the Director's decision is affirmed.¹ Furthermore, as elaborated in Section VIII, I will recognize the government led by George Gholson for the limited purpose of holding a special election.

I. Background

The Timbisha Shoshone Tribe adopted its Constitution in 1986. The Constitution vests government powers in a General Council (GC), which consists of all tribal members over 16 years of age. (Constitution Article IV section 2). Management of the Tribe's affairs is delegated to a five-person Tribal Council (TC) (*Id.*, section 3). The Constitution also authorizes the establishment of a judicial branch of government, (*Id.*, section 1), but so far the Tribe has not established a separate judiciary.

In 2007, the TC broke into political factions. The last meeting held by a TC recognized by the Bureau of Indian Affairs (BIA) occurred on August 25, 2007. Three members of the TC walked out of that meeting (interested parties TC members Beaman, Beck, and Casey). Appellants Chairman Kennedy and TC member M. Esteves stayed at the meeting and purported to continue to conduct business as the TC. In November 2007, both factions purported to hold elections, but the Bureau deemed both elections invalid.

¹ As more fully set out in the "History of Appeals" section below (Section V), Kennedy opponents G. Gholson, M. Cortez, and W. Eddy filed a related appeal with the Regional Director on April 24, 2009, which was consolidated with the current appeal. On February 23, 2010, those parties withdrew their appeal.

The Tribe's General Council met on January 20, 2008, and voted on four resolutions presented by Chairman Kennedy. The first resolution validated the Kennedy faction election from the preceding November. The second resolution approved the acts of Kennedy and M. Esteves subsequent to the August 25 walk-out by Beaman, Beck, and Casey. The third resolution purported to interpret the Constitutional provision regarding "resignation" from the TC. The fourth resolution dealt with gaming development, and is not relevant to this appeal.

On February 17, 2009, at the culmination of the complex appeals history set out in Section II below, the Regional Director (RD) rejected the validity of the GC resolutions of January 2008. Kennedy appealed the Regional Director's decision on February 24, 2009, which appeal is the subject of this Order. According to a decision letter issued by the Superintendent on February 24, 2010, the BIA does not currently recognize the validity of any Tribal Council. In the months leading up to the Tribe's regularly-scheduled elections in November 2010, the BIA attempted to negotiate with the disputing factions to establish a framework for holding a special election. That attempt failed, and the factions held separate elections. To date, the BIA has not recognized the validity of either election.

II. Procedural timeline

December 14, 2007: the Superintendent rejected both factional elections held in November 2007.

January 11, 2008: Kennedy appealed the Superintendent's December 14 decision to the RD.

January 20, 2008: Kennedy held a special meeting of the GC. At that meeting, the GC voted on four resolutions presented by Kennedy, which Kennedy asserts should be accepted as valid acts of the Tribe to resolve their intra-tribal dispute through tribal means.

February 8, 2008: Kennedy filed a Statement of Reasons in support of his January 11 appeal.

February 29, 2008: The Superintendent reversed his December 14 decision, in reliance on the intervening GC meeting on January 20, 2008. Based on resolutions passed by the GC on January 20, 2008, the Superintendent accepted the Kennedy TC as representing the Tribe.

March 17, 2008: TC member Beaman appealed the Superintendent's February 29 decision; Beaman filed his Statement of Reasons on April 14.

February 17, 2009: The RD decided that the acts purportedly taken by the GC on January 20, 2008, exceeded the GC's authority and denied due process to interested parties. The RD reversed the Superintendent's decision, and denied recognition to any TC other than the one put in office via the last valid election, held in November 2006.

February 24, 2009: Kennedy submitted an appeal to the IBIA, appealing the RD's February 17 decision. The Assistant Secretary – Indian Affairs took jurisdiction over the appeal.

April 24, 2009: Interested parties Gholson, Eddy, and Cortez, purporting to be TC members, filed an administrative appeal of a different decision by the RD (see details in Section V, below). The Assistant Secretary took jurisdiction over that appeal (later withdrawn), and consolidated it with the Kennedy appeal.

June 22, 2009: Assistant Secretary signed first scheduling order.

July 13, 2009: Assistant Secretary signed second scheduling order.

February 19, 2010: Assistant Secretary signed third scheduling order.

February 23, 2010: Gholson, Cortez, and Eddy withdrew their appeal.

March 19, 2010: Kennedy filed his substantive brief as mandated by scheduling order.

April 16, 2010: Beaman filed a Response Brief.

April 30, 2010: Kennedy filed a Reply Brief with a box of supporting documents.

III. Applicable law

A. Relevant Federal law

1. The Department of the Interior (Department) has both the authority and the responsibility to interpret tribal law when necessary to carry out the government-to-government relationship with the Tribe. *Greendeer v. Minn. Area Director*, 22 IBIA 91, 95 (1992), citing *Reese v. Minneapolis Area Director*, 17 IBIA 169, 173 (1989).
2. "BIA has the authority and the responsibility to decline to recognize the results of tribal actions when those results are tainted by a violation of ICRA." *Greendeer v. Minn. Area Director*, 22 IBIA 91, 97 (1992).
3. "The Secretary of the Interior is charged not only with the duty to protect the rights of the tribe, but also the rights of individual members. And the duty to protect these rights is the same whether the infringement is by non-members or by members of the tribe." *Milam v. Dept. of the Interior*, No. 82-3099; 10 ILR 3013, 3017 (D.D.C. 1982); quoted at *Seminole Nation v. Norton*, 223 F. Supp. 2d 122, 137 (D.D.C. 2002).
4. The Federal Government has a duty to recognize, if at all possible, a tribal government with which it can carry on government-to-government relations. *Goodface v. Grassrope*, 708 F.2d 335 (8th Cir. 1983).
5. The Secretary of the Interior has a duty to ensure that trust resources belonging to a tribe, or Federal resources allocated to a tribe, are transmitted to an entity that legitimately represents the tribe. *Seminole Nation v. United States*, 316 U.S. 286 (1942); *Milam v. U.S.*, *supra*.

B. Applicable Tribal Law

1. **Timbisha-Shoshone Constitution Article IV (1):** The Tribe's Constitution identifies the three parts of the Tribal government – General Council, Tribal Council, and Judiciary – and provides that none of these branches "shall exercise any powers belonging to one of the other branches, except as otherwise specified in this document."
2. **Timbisha-Shoshone Constitution Article IV section 3:** "The Tribal Council shall exercise, concurrently with the General Council, all the powers delegated to it by the General Council in Article V of this document and otherwise vested in the Tribal Council by this document."
3. **Timbisha-Shoshone Constitution Article VI section 4:** Tribal officers shall hold office for two years.
4. **Timbisha-Shoshone Constitution Article VI section 4(b):** "General elections to vote for tribal council members shall be held annually on the second Tuesday of the month of November. Notice of the general elections shall be posted by the Secretary of the Tribal Council at least 20 days before such election at the Tribe's business office, the voting place, and at three or more additional public places."
5. **Timbisha-Shoshone Constitution Article VIII section 3(b):** "Special meetings of the General Council may be called by the Tribal Chairperson or by any member of the General Council who submits a petition with ten (10) signatures of General Council members to the Tribal Council requesting a special meeting. The notice in regard to any special meeting shall be given at least three (3) days prior to the meeting and shall specify the purpose of the meeting."
6. **Timbisha-Shoshone Constitution Article VIII section 2(b):** "A majority of the members of the Tribal Council shall constitute a quorum at all Council meetings. No business shall be conducted in the absence of a quorum."
7. **Timbisha-Shoshone Constitution Article X section 1:** "The Tribal Council shall declare a Tribal Council position vacant for any of the following reasons:
...
b. When a Tribal Council member resigns;
...
d. When a Tribal Council member is removed from office;
e. When a Tribal Council member is recalled from office"
8. **Timbisha-Shoshone Constitution Article XI:** This section addresses Removal and Recall of Tribal Council members. Section 1 sets out the procedural requirements for removal of the member by the Tribal Council itself; section 2 sets out the procedural requirements for recall of the TC member by the General Council. Both sections require a public hearing where charges must be articulated and the member permitted to present a defense against those charges (Article XI section 1(d)(2); section 2(c)).

9. **Timbisha-Shoshone Constitution Article XI section 1(d)(3):** "After hearing all the charges and proof presented by both sides, the Tribal Council shall take a vote on whether the accused member shall be removed from office. If a majority of the Tribal Council vote to remove the accused Council member, his or her seat shall be declared vacant. The Tribal Council member who is the subject of the removal request shall not vote nor serve in his or her capacity as a Tribal Council member in the removal proceedings."
10. **Timbisha-Shoshone Constitution Article XIV section (5)(h):** "(The Tribe may not) deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law."

IV. Background

A. The August 25, 2007, Tribal Council meeting

The dissolution of the TC occurred at a TC meeting held August 25, 2007. The TC meetings are open to all members of the Tribe, and there were a number of such non-TC members at the August 25 meeting. One item of business for that meeting was to hear charges of misconduct in office against TC members Beck and Beaman, and their defenses to those charges. The Tribe's Constitution directs that "(t)he Tribal Council member who is the subject of the removal request shall not vote nor serve in his or her capacity as a tribal Council member in the removal proceedings." A tribal member at that meeting suggested that Beaman and Beck each be precluded from the removal proceedings of the other. While such a suggestion was plainly contrary to the Constitution's provision, and finds no support in the Tribe's ordinances, Chairman Kennedy put the proposal to the vote of all the tribal members present at the TC meeting. In response to the Chairman's decision, Beaman and Beck walked out of the meeting, as did TC member Casey and some of the other tribal members. After Beaman, Beck, and Casey walked out of the TC meeting, Chairman Kennedy decided that their departure constituted an admission of guilt regarding the charges against them.

The meeting minutes are explicit: immediately after the Chairman "stated" that Beaman and Beck were guilty of the charges against them, a motion was made to declare that Beaman and Beck were removed from the TC, but no vote was taken and the motion died. Nonetheless, the very next act at that TC meeting, as reflected in the minutes, was to replace Virginia Beck with Margaret Armitage as a TC member. Although this was a TC meeting, not a GC meeting, the Chairman permitted all the tribal members present to vote. The vote was 17 – 0 in favor of replacing Virginia Beck with Margaret Armitage.

The Tribe's Constitution requires that the *Tribal Council* must declare that a position on the TC is vacant, and that no business may be conducted by the TC without a quorum. After the departure of Beaman, Beck, and Casey, there was no quorum of the TC, and no possibility of a valid action by the TC. The record also makes it clear that the tribal members who remained at the TC meeting never purported to remove Beaman and Beck from the TC.

For these reasons, the Superintendent in his December 14, 2007, decision, and the Regional Director in his February 17, 2009, decision, correctly found that the acts by Chairman Kennedy at the August 25, 2007, TC meeting were invalid.

B. The November 2007 elections

Both factions purported to hold elections in November of 2007. According to Kennedy, there were four seats to fill: the terms in office had expired for himself and Casey; Beaman's term in office did not expire for another year, but he had been removed from office; and Beck had been removed from office and her term had expired. Thus the only carry-over officer was Madeline Esteves. According to the report on the Kennedy election, prepared by Indian Dispute Resolution Services, out of 262 eligible tribal voters, 117 ballots were cast in the Kennedy election of Nov. 13, 2007. The top four vote-getters were placed on the TC: Kennedy (79); M. Cortez (74); M. Armitage (69); P. Esteves (65).² Casey was included on the Kennedy faction's ballot, receiving seven votes. Beaman and Beck appealed the Kennedy election to the Election Board established by the Beaman faction via their resolution 2007-28, adopted at a meeting of the Beaman faction on September 22, 2007³.

Simultaneous with the Kennedy faction election, the Beaman faction purported to hold an election to fill the three vacancies created by the expiration of the terms in office for Kennedy, Beck, and Casey. Fifty-four ballots were submitted. The top three vote-getters were Doug (not George) Gholson (41); Casey (37); and Beck (30). According to the Beaman faction, these three joined carry-over officers Beaman and M. Esteves on the TC.

The question of which, if either, of these elections was valid, is not the topic of this appeal.⁴ Neither the Superintendent nor the RD deemed either election valid prior to the GC meeting of January 20, 2008. The Superintendent specifically rejected both elections in his decision letter of December 14, 2007. The Superintendent's reasoning is sound, and leaves no doubt that the Tribe was suffering from an important intra-tribal dispute after the November 13, 2007, elections, to wit:

² Ms. Pauline Esteves has been a key elder in the Tribe for years, playing a vital role in its formation. Indeed, Ms. Esteves was Chairman of the Tribal Council at the time the Constitution was adopted. Evidence in the record shows that P. Esteves was convicted of a felony in 1998; section 4.2 of the Tribe's election ordinance bars a convicted felon from office until "ten years after the completion of any punishment." It is unclear from the record when the ten-year ban on P. Esteves' holding office expires.

³ Beaman, Beck, and Casey held a purported TC meeting on September 22, 2007, at which the three of them voted on resolutions. Kennedy and M. Esteves purported to pass TC resolutions via a "polled vote" on September 15. It is clear on the face of the Kennedy faction resolutions that only Kennedy and M. Esteves voted on them.

⁴ According to the Notice of Appeal filed February 24, 2009, by counsel for Kennedy, "[t]he decision being appealed is Regional Director Dale Morris's decision of February 17, 2009, reversing Superintendent Troy Burdick's previous order accepting the action of the January 20, 2008, meeting of the Timbisha Shoshone General Council in ratifying the removal of three members of the Timbisha Shoshone Tribal Council." Thus the only question on appeal is whether the resolutions passed by the General Council on January 20, 2008, were valid. On March 19, 2010, counsel for Kennedy submitted a document titled "appeal of the Tribal Council of the Death Valley Timbi-Sha Shoshone Band of California from the February 17, 2009 Decision of the Pacific Regional Director, Bureau of Indian Affairs," which is accepted as the substantive brief called for in the scheduling order of February 19, 2010.

Kennedy and his supporters believed that the TC consisted of Kennedy, Armitage, M. Esteves, Cortez, and P. Esteves.

Beaman and his supporters believed that the TC consisted of Beaman, M. Esteves, Doug Gholson, Beck, and Casey.

The BIA continued to recognize Kennedy, Beaman, M. Esteves, Beck, and Casey.

C. The January 20, 2008, General Council meeting

On January 20, 2008, the Tribe held a special meeting of the General Council. Chairman Kennedy submitted four resolutions for approval by the GC. The GC approved the resolutions.

Resolution 2008-01, the first resolution passed by the GC, purported to ratify the Kennedy election of November 2007.

Resolution 2008-02 purported to ratify the actions of the Kennedy-lead TC after August 25, 2007.

Resolution 2008-03 purported to interpret the Tribe's Constitution. The Constitution provides that "[t]he Tribal Council shall declare a Tribal Council position vacant . . . [w]hen a Tribal Council member resigns" Art. X Sec. 1(b). Resolution 2008-03 reads "a Tribal Council member 'walking out' of a meeting, along with any other factors, can be used as the basis in determining the Tribal Council member resigning his or her Tribal office."

(Resolution 2008-04 dealt with gaming development, and is not relevant to this decision).

V. History of appeals

After the TC split in August 2007, both factions purported to wield the authority of the TC. Both factions held elections for tribal office in November 2007. Over the ensuing month, the parties and others sought recognition from the Superintendent. On December 14, 2007, the Superintendent rejected both of the factional elections, and stated the continuing recognition of the last validly-elected government.

On January 11, 2008, Kennedy filed his notice of appeal of the Superintendent's December 14 decision. On January 20, 2008, the GC passed the resolutions that are the focus of this appeal.

On February 9, 2008, the Superintendent reversed his decision, in a decision letter accepting that the Kennedy faction would be recognized as the tribal government, basing his decision on the acts of the GC at the January 20 meeting.

On March 17, 2008, interested parties Beaman, Beck, and Casey appealed the Superintendent's decision to the RD. As explicated in Beaman's Statement of Reasons, filed April 14, 2008, "the sole issue presented in this appeal is whether the General Council may resolve an intra-tribal dispute by adopting resolutions ratifying actions leading up to and including a General Election

that are in violation of the Timbisha Shoshone Constitution." On February 17, 2009, the RD reversed the Superintendent. Kennedy appealed the RD's decision to the Interior Board of Indian Appeals on February 24, 2009. I took jurisdiction over that appeal on March 10, 2010.

On September 20, 2008, Kennedy's opponents, apparently led by George Gholson, purported to hold a special GC meeting. On October 17, 2008, the Superintendent issued a decision letter accepting the actions taken at the September 20, 2008, meeting, and recognized a tribal government headed by George Gholson as Chairman. On November 13, 2008, Kennedy filed an appeal of the October 17 decision (as amended October 20 and 21), with the RD. On December 4, 2008, the RD affirmed the Superintendent's decision, and recognizing the Gholson faction as the TC. On December 22, 2008, however, the RD rescinded his December 4 decision to permit adequate time to file required documents. Kennedy filed all his appeal documents by January 26, 2009. On March 24, the RD reversed the Superintendent, and again stated Bureau recognition of the TC that was elected in 2006. George Gholson, Margaret Cortez, and Wallace Eddy appealed the RD's decision to the Interior Board of Indian Appeals on April 27, 2009. I took jurisdiction over Gholson appeal on May 8, 2009, and consolidated it with the Kennedy appeal.

On February 23, 2010, the Gholson appellants sent a letter to serving as a "formal withdrawal" of their appeal.

VI. Summary assessment of the Regional Director's findings

As stated by appellant Beaman, "the sole issue presented in this appeal is whether the General Council may resolve an intra-tribal dispute by adopting resolutions ratifying actions leading up to and including a General Election that are in violation of the Timbisha Shoshone Constitution." Statement of Reasons filed on behalf of Beaman, Beck, and Casey dated April 14, 2008; page 1.

The Regional Director answered that question in the negative, finding that "the August 25, 2007, actions by Chairman Kennedy and the General Council members were beyond the scope of their constitutional authority and far exceed their powers in their attempts to remove Ed Beaman and Virginia Beck. The ratification of these actions by the General Council on January 20, 2008, was inappropriate and also was beyond their constitutional authority, and these actions clearly violated Ed Beaman and Virginia Beck's rights to due process. Furthermore, it would be inappropriate for the Bureau of Indian Affairs to recognize tribal actions that violate provisions of Tribal laws." RD's decision of February 17, 2009, page 9.

VII. Analysis

My office has reviewed the extensive administrative record and the filings of the parties in this matter. While it is a very important principle of Indian law that the Federal government should defer to decisions of a tribal government when attempting to resolve internal disputes, such a presumption of deference can never permit the Federal government to accept actions by a tribal entity that are plainly contrary to the Tribe's own laws. In the matter at hand, the Tribe's Constitution permits the TC to "declare" a vacancy on the TC when a member "resigns." The word "resign" is a plain English word, with straightforward dictionary definitions:

- to give (oneself) over without resistance;
- to give up deliberately; esp: to renounce (as a right or position) by a formal act
- to give up one's office or position: QUIT

Webster's 9th New Collegiate Dictionary © 1985

The common thread through all of these definitions is that "resignation" is the voluntary act of the person resigning. One party cannot impose resignation on another party. I do not accept that the Tribe's Constitution permits the GC to distort the plain definition of "resign" such that the TC or GC can expel a TC member from the TC against the will of that member.

The Constitution, viewed in its entirety, supports my interpretation. It sets out very explicit procedures to be followed whenever the TC or the GC wishes to expel a TC member against that member's will. The existence of such provisions reinforces the conclusion that the Constitution does not permit "involuntary resignation."

A further point to raise is that the GC never purported to take the specific act that would be necessary in order to accomplish the goal of putting the winners of the Kennedy faction election into office. While resolution 2008-03 purported to interpret "resign" in such a way as to permit the TC or GC to find that Beaman, Beck, and Casey had resigned, the GC never did "declare" that there was a vacancy on the TC. Therefore, there was no formal act by a valid TC or GC that purported to expel Mr. Beaman from his seat on the TC, and the GC's resolutions purporting to validate the Kennedy faction's election cannot accomplish the involuntary removal of Mr. Beaman.

While I deem the unconstitutional "resignation" to be sufficient basis for rejecting the emplacement of the Kennedy faction as Tribal Council through the January 20 resolutions, I would also note for the record that the failure to include the four resolutions in the notice of the upcoming Special General Council meeting seriously undermines the validity of the meeting notice itself. Obviously, the Chairman had those resolutions in his possession prior to holding the meeting; distributing them to the members would ensure compliance with the constitutional mandate to "specify the purpose of the meeting" Art. VII sec. 7(3)(b).

The passage of time since the Special General council meeting constitutes a third reason not to give effect to the acts of that meeting. Even if the Department accepted the validity of all the acts purportedly taken by the General Council at that meeting, the fact remains that more than three years have passed since the November 2007 election. Under the Tribe's Constitution, officers serve only two year terms in office. The terms purportedly begun in November 2007 expired more than a year ago; furthermore, a great deal has transpired with the Tribe in the intervening years. For the Department to attempt to recognize those long-past-term officers would not provide the Tribe with a useful resolution to its dispute.

VIII. Recognition of Gholson government for limited purpose

The final decision on this appeal leaves the long-standing break in government-to-government relations unresolved. But the Department has a duty to recognize a government if at all possible. Since my decision on the appeal has not provided a solution, I must seek another way to reestablish a government-to-government relationship between the United States the Tribe. At present, there are two putative Tribal Councils, one headed by Joe Kennedy, and the other by George Gholson. Where two unrecognized factions hold competing elections, I usually cannot accept that the result of either election expresses the will of entire Tribe. In certain unusual circumstances it may be possible to identify a valid government even when competing elections have been held, but such circumstances are not present in this case.

The Department must use the least intrusive means possible to overcome the obstacles presented by the long hiatus in government-to-government relations. Even though neither of November's elections was sufficiently valid to compel me to recognize the outcome, I find it would be unacceptably intrusive to ignore the elections entirely. That is to say, while I am not bound to recognize the results of either of the two elections, it is permissible for me to do so. The elections provide me with information from which I can make a reasonable inference respecting the will of the majority of the Tribe in a manner that minimizes Federal intrusion into tribal mechanisms. On the other hand, it is very important to have a tribal government that is put in place by valid elections. Therefore, I will recognize one of the two putative governments elected in November, for the limited time of 120 days from the date of this order, and for the limited purpose of carrying out essential government-to-government relations and holding a special election that complies with the tribal law.

For this limited purpose and time, I will recognize the Tribal Council headed by George Gholson. Two reasons support my decision. First, based on the information submitted by the factions, there were approximately 137 votes cast in the Gholson-conducted elections, versus about 74 in the Kennedy election. This very significant difference argues strongly that it is less intrusive to vest limited recognition in the Gholson group than in the Kennedy group.

Second, the Kennedy election was facially flawed by its exclusion of certain Tribe members. I understand very well that Mr. Kennedy believes 74 people shown on the tribal roll were wrongfully enrolled and should be disenrolled; I understand that Mr. Kennedy believes that those people have already been disenrolled. But the Department has consistently and explicitly rejected the validity of those disenrollments on procedural grounds. To be clear, the Department takes no position on the merits of the allegations respecting the qualifications for membership for the 74 members at issue. Disenrollments conducted in compliance with tribal law and Indian Civil Rights Act (ICRA) must be honored by the Federal government. But until such time as the Tribe conducts its disenrollments in a manner consistent with tribal law and ICRA, those members remain on the rolls, and barring them from voting fatally invalidates an election.

IX. Conclusion

The longstanding tribal government dispute within the Timbisha Shoshone Tribe was not resolved by the elections conducted by the competing factions in November 2007, nor by the

unconstitutional resolutions passed by the GC at the special meeting in January 2008. I affirm the Regional Director's decision to reject the validity of the resolutions dated January 20, 2008. In order to fulfill the Department's duty to recognize a tribal government if possible, for purposes of carrying out government-to-government relations, I will recognize the government led by George Gholson for the next 120 days, for the limited purpose of carrying out government-to-government relations and conducting a special election.

Pursuant to 25 C.F.R. § 2.6(c), this decision is final for the Department and effective immediately.

Dated: MAR 01 2011

A handwritten signature in black ink, appearing to read "Larry Echo Hawk", written over a horizontal line.

Larry Echo Hawk
Assistant Secretary – Indian Affairs

CERTIFICATE OF SERVICE

I certify that on the 2nd day of March, 2011, I delivered a true copy of the foregoing Order to each of the persons named on the attached list, either by depositing an appropriately-addressed copy in the United States mail, or by hand-delivery.

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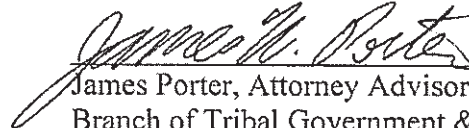
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United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

JUL 29 2011

The Honorable George Gholson
Chairman, Timbisha-Shoshone Tribe
1349 Rocking W Drive
Bishop, California 93514

Dear Chairman Gholson:

This letter responds to communications sent by the Timbisha-Shoshone Tribe (Tribe) to the Superintendent of the Central California Agency of the Bureau of Indian Affairs, and to the Director of the Pacific Regional Office of the Bureau (RD). You informed the Bureau that the Tribe conducted an election on April 29, 2011, in compliance with tribal law and as requested by my Order of March 1, 2011. My decision on March 1, 2011, resolves matters appealed to the Interior Board of Indian Appeals (IBIA) over which I took jurisdiction and that related to the Tribe's need for Federal recognition of the Tribe's representatives.

This letter finalizes my office's disposition of matters related to the recognition of the Tribe's representatives that I relayed in my March 1 order so that necessary Federal actions may be taken by the Bureau of Indian Affairs to continue government-to-government relations with the Tribe's recently elected leadership.

Background: Resolution of appeals did not settle internal government dispute

Factions led by Joe Kennedy and Ed Beaman held competing elections in November 2007. The Bureau rejected both elections. At a special General Council meeting in January 2008, the Tribe purportedly voted to validate the Kennedy election and actions of the Kennedy-led Tribal Council. The Superintendent accepted the acts of the General Council, but the RD reversed the Superintendent, and rejected the General Council's actions. The RD's decision was appealed to the IBIA, and the Assistant Secretary took jurisdiction. Review and analysis of the extensive record took months.

During the long pendency of the appeal, the factions continued to vie for Federal recognition as the tribal government. On February 24, 2010, the Superintendent had issued a decision denying Federal recognition of any tribal council. In the summer of 2010, the Bureau undertook negotiations with the Kennedy faction and the opposing faction, led by George Gholson, to facilitate a special election in late 2010, but an enrollment dispute stymied that effort. The factions held separate elections on the constitutionally-established date in November 2010, resulting in competing tribal councils.

On March 1, 2011, I issued an order (March 1 Order) affirming the RD's rejection of the resolutions passed at the General Council meeting held on January 8, 2008. As elaborated in the March 1 Order, my affirmation of the RD alone left the Tribe still without a federally-recognized government. The Federal Government has a duty to recognize a tribal government if possible.

The Tribe's intractable membership disputes made internal resolution of the government dispute apparently impossible, and hindered the Federal Government's ability to meet its duty to recognize a tribal government for the purposes of carrying Federal dealings with the Tribe. I included in the March 1 Order a decision to recognize the Gholson factional government (March 1 government) for a limited time and for the limited purpose of conducting government-to-government relations necessary for holding a special election. The March 1 government chose to act under the authority of the March 1 Order, and held an election on April 29, 2011. By complying with tribal law, the special election reflects the will of the Tribe and enables the Federal Government to unconditionally recognize a tribal government for the purposes of carrying out Federal dealings with the Tribe.

Election Analysis: The March 1 government complied with tribal law

On election day, April 29, the Tribe's Election Committee issued the preliminary vote count, showing that, out of a field of eleven candidates, George Gholson had obtained the second-most votes (159 - two fewer than first-place finisher Bill Eddie), and Joe Kennedy the fewest (60). Mr. Kennedy and others filed an appeal with the Election Committee, which held a hearing on the appeal. The Election Committee ruled against the appellants and certified the results of the April 29 election.

The Tribe (via the April 29 government) requested the Bureau to recognize the newly-elected tribal government. In a memorandum dated June 26, 2011, the Superintendent's office provided an analysis of the April 29 election. As fully set out in that report, the Superintendent's office determined that the election was conducted in compliance with tribal law.

The Department should recognize the results of the April 29 election

The recognition of a tribal government by the Federal Government is an important act, charged with solemn commitments; an act upon which the maintenance of the government-to-government relationship depends. The courts have made it clear that tribal government disputes must be resolved by the affected tribe if at all possible, and that the Bureau should be very hesitant of getting involved in a tribe's internal disputes. "We commend the BIA for its reluctance to intervene in the election dispute." *Goodface v. Grassrope*, 708 F.2d 335, 339 (8th Cir. 1983). Similarly, "[i]t is a well-established principal of federal law that intra-tribal dispute should be resolved in tribal forums. This rule applies with particular force to intra-tribal disputes concerning the proper composition of a tribe's governing body." *Bucktooth v. Acting Eastern Area Director*, 29 IBIA 144, 149 (1996).

Guided by the courts and by our own commitment to respect for tribal sovereignty and self-determination, this Department urged the Tribe to resolve its internal disputes through tribal mechanisms, specifically by conducting a valid tribal election on the constitutionally-mandated date last November. The Tribe failed to do so. Therefore I issued the March 1 Order, giving limited recognition to the Gholson government, as the least intrusive means of reaching a resolution of the tribal dispute. According to the Superintendent's report, the March 1 government held a special election that complied with the Tribe's election laws, and the Election Committee certified the election results.

As the Tenth Circuit Court of Appeals has explained, certification of an election result by a tribe's election committee enables the Bureau to carry out government-to-government relations with that tribe:

Once the Cherokee Tribal Election Board certifies an election result, the Department can carry out its statutory obligation to interact with the legal government, and does not need to reexamine the results of the tribal election.

Wheeler v. Dep't of the Interior, 811 F.2d 549, 552 (10th Cir. 1987).

Similarly, citing to *Goodface v. Grassrope* and *Wheeler v. Dep't of the Interior*, the Eighth Circuit stated: "Once the dispute is resolved through internal tribal mechanisms, the BIA must recognize the tribal leadership embraced by the tribe itself." *Attorney's Process & Investigation Servs. v. Sac & Fox Tribe*, 609 F.3d 927, 943 (8th Cir. 2010).

The April 29 election – not my March 1 Order – constituted the resolution of an internal tribal dispute in a valid tribal forum. The Timbisha Shoshone people embraced a tribal government by means of an election compliant with their Constitution. The Federal Government may not ignore or reject the results of a tribal election that clearly states the will of a sovereign Indian nation. Therefore, the Department should recognize the Timbisha Shoshone Tribal government consisting of the five people identified in the Election Committee's report as having received the most votes in the April 29 election.

Circumstances justify issuance of recognition decision by the Assistant Secretary

Agency Superintendents usually issue tribal government recognition decisions. I believe that the Assistant Secretary, exercising by delegation the Secretary's authority over the relations between Indian tribes and the United States, may issue a tribal government recognition decision when the facts of a case justify that unusual step. The fact that the Tribe held its special election in April in response to my March 1 Order, as well as the long hiatus in government-to-government relations that justified the March 1 order in the first place, provide such justification. In addition, my determination follows numerous efforts by the parties to seek administrative remedies over numerous years at all levels within the Department beginning with the BIA agency office.

In ordinary circumstances surrounding a disputed tribal government representative, the Bureau maintains a full government-to-government relationship by working with the last undisputed tribal government or representative. That option is unavailable here,¹ making it important that this letter provides the Bureau with an expeditious recognition of the Tribe's leadership.

¹ A key component of the 8th Circuit's decision in *Goodface v. Grassrope* was that the BIA's decision to recognize both competing tribal government factions was arbitrary and capricious because recognizing both was "in effect, recognizing neither," and "effectively created a hiatus in tribal government." Thus, *Goodface* stands for the proposition that the Bureau must look not only at the legality of its position, but also its actual effects on the Department's ability to carry out an inter-governmental relationship. The last undisputed government of the Timbisha Shoshone Tribe dissolved into the current factions in August of 2007. Under the principle set out in *Goodface v. Grassrope*, it would be arbitrary and capricious to recognize these factions as the tribal government today.

I also note that the March 1 Order limited the recognition of the Gholson government to a term of 120 days. That recognition expired on or about June 29, 2011. This fact is another reason why failure to make the Bureau's recognition of the April 29 government immediately effective would imperil the government-to-government relationship.

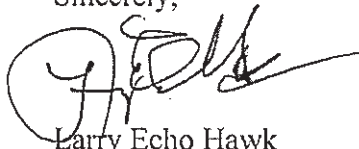
My decision to issue this letter is justified by the long hiatus in government-to-government relations, which has had numerous deleterious effects. These effects include the Tribe's inability to access Federal programs as provided for under the Indian Self-Determination and Education Assistance Act.

Documentary support for my decision consists of the Tribe's certification of the election – which includes a careful analysis and rejection of the Kennedy group's appeal of the April 29 election – as well as the election report produced by the office of the Superintendent, concurring with the conclusion reached by the Election Committee. Agency Superintendents are typically responsible for making tribal government recognition decisions, because they are close to and familiar with the tribes and their members in a way that Department officials in Washington, DC cannot be. The Superintendent's report supports the conclusion that the procedures followed by the Tribe in conducting the April 29 election were consistent with the Tribe's Constitution and bylaws.

Conclusion:

This letter follows inexorably from the March 1 Order's provisions for holding a special election. Acknowledging the Gholson government's authority to conduct an election, and providing clarity to the Bureau's recognition of the government elected thereby, are justified by the long hiatus in government-to-government relations, which has had numerous deleterious effects, including the inability to benefit from Federal programs and contracting. Today's letter, like the March 1 Order, is also justified by the need for the Department to comply with its duty to recognize a government representative if possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Echo Hawk", with a large circular flourish on the left side.

Larry Echo Hawk
Assistant Secretary – Indian Affairs

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EXHIBIT N

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July 11, 2013

File Number: 26RJ-159149

Via Federal Express

Honorable Kevin K. Washburn
Assistant Secretary for Indian Affairs
United States Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: Results of Constitutional Election Held by the California Valley Miwok Tribe, a/k/a the Sheep Ranch Rancheria of Me-Wuk Indians of California, on July 6, 2013

Dear Secretary Washburn:

I am writing to inform you of the results of a Tribal constitutional election held by the California Valley Miwok Tribe, a/k/a the Sheep Ranch Rancheria of Me-Wuk Indians of California ("Tribe"). As planned, the Tribe held an election on July 6, 2013, to decide whether to adopt a new constitution. I am pleased to report that the members overwhelmingly adopted the new constitution ("2013 Constitution") by a vote of 90 to 10. The strong turnout reflects the active involvement of the full Tribal community. A copy of the adopted Constitution, as certified by the Election Committee, is enclosed (Attachment A).¹

Under Article II(a) of the 2013 Constitution, all lineal descendants of known historical Tribal members are eligible for membership in the Tribe and to vote in the election. The Tribe continues to accept applications for membership consistent with the inclusive criteria defined in the 2013 Constitution. Silvia Burley and her family have had the opportunity to apply for membership, but have chosen not to do so.

We understand that the Department of the Interior does not intend to take any action to recognize a Tribal government until the federal district court for the District of Columbia resolves the pending litigation in *California Valley Miwok Tribe v. Salazar*, 1:11-CV-00160-RWR. Once that case is decided, the Tribe intends to request federal acknowledgment of the Tribal government established under the 2013 Constitution.

The Tribe and the Tribal Council are gratified by the perseverance and commitment to majoritarian principles that the Tribe's members have shown throughout the Constitutional

¹ The members who signed the Constitution are those members who were present when the votes were counted and does not include all members who voted.

SheppardMullin

Kevin K. Washburn
July 11, 2013
Page 2

ratification process. Those collective efforts, which led to the successful adoption of the 2013 Constitution, demonstrate the Tribe's commitment to majoritarian values and the rule of law.

We will keep your office informed of the Tribe's efforts as we await the District Court's decision in *California Valley Miwok Tribe v. Salazar*. Please let me know if you would like more information about the election.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert J. Uram", written over a horizontal line.

Robert J. Uram
for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:409325076.2

cc: Yakima Dixie, Hereditary Spokesman
Velma WhiteBear, Executive Director
Michael Black, Director, Bureau of Indian Affairs
Amy Dutschke, Director, Bureau of Indian Affairs, Pacific Region
Troy Burdick, Superintendent of Indian Affairs, California Agency
James Porter, Office of Solicitor, Department of the Interior
Ken Rooney, Department of Justice

Attachment A: 2013 Constitution and Election Committee Certification

ATTACHMENT A

**THE CONSTITUTION
OF THE
CALIFORNIA VALLEY MIWOK TRIBE
ALSO KNOWN AS
SHEEP RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA**

DEDICATION

We, the People of the California Valley Miwok Tribe (a.k.a. Sheep Ranch Rancheria of Me-Wuk Indians of California) do hereby establish this Constitution, in respect for our ancestors and future generations, in order to protect the rights of the Tribe and its Members as a sovereign nation, to preserve and advance our cultural identity, to promote the general welfare of our people and descendants, and for the conduct of the affairs of our community within this legal structure.

HISTORY

The California Valley Miwok Tribe a.k.a. Sheep Ranch Rancheria of Me-Wuk Indians of California is a California Indian tribe, recognized by the United States of America by Federal census on August 13, 1915 and pursuant to a land allocation Act of April 30, 1908 (35 Stat. 70-76).

In that initial Federal recognition of the Tribe of 1915, the Tribe was designated as the "Sheepranch-Indians". The twelve members in the original census were identified as "the remnant of once quite a large band of Indians in former years living in and near the old decaying mining town known and designated on the map as Sheepranch"; and their ancestors dated back, several thousand years into pre-historic times. In 1935, the government formally identified the Tribe as the "Sheep Ranch Rancheria", when the Tribe voted to become organized under the Indian Reorganization Act of 1934. In 1965, the Federal government prepared a distribution plan for the assets of the Tribe for the purposes of the Rancheria Termination Act; however, unlike other rancheria tribes, this Tribe was never terminated. The Members identified on the 1915 census, those who voted in the 1935 election, and those identified in the 1965 distribution plan (14 members in all) became known, by the Bureau of Indian Affairs, as hereditary members with their lineal descendants being the "Putative Members" of the Tribe. In addition, many other members came and went from the Sheep Ranch Rancheria over the decades after 1915; and the Tribe existed as a network of related families with regional ceremonies. These Members of the tribal community were identified in the 1929 Federal Indian Census Roll for Calaveras County, and the Tribe included the Me-wuks on that census as Members.

In 1994, the Federal government began publishing a list of federally recognized tribes in the Federal Register; and therein, the Tribe became identified as: "Sheep Ranch Rancheria of Me-Wuk Indians of California". Then, in 2002, the name was changed in the Federal Register to "California Valley Miwok Tribe (formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)".

From its earliest inception, up to this Constitution, the Tribe remained governed by Me-Wuk tradition, which is centered around the values of a shared identity, mutual support, openness, consensus

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

among the Members and a "*toko hyapo*" or spokesperson. These customs continue to influence the conduct of the Tribe, as implemented by these Articles of Organization.

SYNOPSIS OF THE CONSTITUTION

With the exception of the rights that are retained by the individual Members (Article XIV), and the powers that are embedded in the Electorate (Article IV), and the independence of the Court (Article VII), all authority and powers to conduct the affairs of the Tribe reside in the Tribal Council (Articles V & VI) as constituted by its elected representatives and implemented by properly enacted By-laws (Articles V(l)).

In this Constitution, the Territory of the Tribe is defined for the purposes of its Jurisdiction (Article I). Membership in the Tribe is through inherent right and by lineal descent from an established member (Article II). The Governance (Article III) includes: the Electorate (Article IV); the Tribal Council (Articles V & VI); and the Court (Article VII).

The Constitution describes procedures for the Tribal Administration (Article VIII), Elections (Article IX), Removal of Officers from the Tribal Council and the filling of Vacancies (Article X), for Initiatives and Referenda (Article XI), Land (Article XII), Sovereign Immunity (Article XIII), Civil Rights of its Members (Article XIV), and for making Amendments to this Constitution (Article XVI), among other provisions.

In case of any conflict between this Synopsis and the Articles of Organization, the Articles shall govern.

ARTICLES OF ORGANIZATION

ARTICLE I - TERRITORY & JURISDICTION

§ I(a) - TERRITORY. The territory of the Tribe shall include, to the fullest extent possible and consistent with federal law, all lands, water, property, airspace, surface and subsurface rights, and other natural resources in which the Tribe now has or in the future will have any interest including without limitation all lands located within the historic Rancheria, all lands owned by the Tribe in fee, and all lands which are owned by the United States for the exclusive or non-exclusive benefit of the Tribe, or for individuals as tribal members, excepting any rights-of-way.

§ I(b) - JURISDICTION. Except as prohibited by federal law and this Constitution, the Tribe shall have jurisdiction over all tribal Members and all persons, subjects, property, and activities which occur within its territory, as defined above in this Article. Apart from the limitations that are imposed herein, there shall be no other limits on the Tribe to exercise its jurisdiction according to its inherent sovereignty.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ I(c) - HEADQUARTERS LOCATION. The traditional and cultural headquarters of the Tribe is the site of the Tribe's historic Rancheria at Sheep Ranch, California. In addition, the Tribal Council may designate the Tribe's administrative headquarters and reservation property as being at another location owned by the Tribe in fee or owned by the United States in trust on behalf of the Tribe.

ARTICLE II – MEMBERSHIP

§ II(a) - MEMBERSHIP BY INHERENT RIGHT.

§ II(a)1 - The Putative Members. A person can be a Member of the Tribe if one is a lineal descendant of one of the 14 persons with whom the Federal government conducted official business with the Tribe between 1915 and 1967. These are:

Peter Hodge	Tom Hodge	Mrs. Limpey (Rose Davis)	Mamy Duncan
Annie Hodge	Andy Hodge	John Tecumchey	Jeff Davis
Malinda Hodge	Jeff Davis	Pinkey Tecumchey	Mabel Hodge Dixie
Lena Hodge	Betsey Davis		

§ II(a)2 - Census of 1929. Any person or the lineal descendant of that person, who is identified as Me-wuk in the "Indian Census Roll" for the County of Calaveras (dated June 30, 1929 and taken by L.A. Dorrington, Superintendent of the Bureau of Indian Affairs) can be a Member of the Tribe. These are:

Barry, Lizzie	Eaph, Wilbur	Jack, Lyda	Shelton, John
Butler, Daisy	Fuchs, Elmira	Jeff, Hempie	Shelton, Lena J.
Butler, Earl	Fuchs, Paul F.	Jeff, John	Shelton, Stephen
Butler, Frank	Geto, Alice	Jeff, Lennie	Shrum, Emma
Butler, Gus	Geto, Florence	Jeff, Manuel	Shrum, Georgia
Carlton, Lucile	Geto, Frank	Jeff, Ray	Shrum, James E.
Carsoner, Dan	Geto, Jeanette	Jeff, Susner	Sissel, Abbie
Carsoner, Mary	Geto, Laura	Jeff, Tessie	Sissel, Jesse
Carsoner, Tom	Geto, Louis	Jeff, Tillie	Sissel, Mayme
Cartega, Billy	Geto, Mary	Jeff, Walter	Swanson, Adeline D.
Cartega, Mary	Gold, Bernal E.	Learned, Albert	Swanson, Irene
Cassella, Charles	Gold, Sherwood D.	Learned, Oscar	T(F)ecumseh, John
Cassella, Ellwood	Hunter, Annie	Lincoln, Abraham	T(F)ecumseh, Pinky
Cassella, Eugene	Hunter, James	McBath, Thomas J.	Vallencia, Charles
Cassella, Lawrence	Hunter, Nettie	Mose, Alva	Vallencia, Gertrude
Crosby, Edith	Hern(m)andez, Hattie	Mose, Angie	Vallencia, Joseph
Crosby, Helen	Herzer, Andrew C.	Mose, Dewey	Vallencia, William
Crosby, Nora	Herzer, Clarence	Mose, Eva	Weirich, Clara
Crosby, Raymond	Herzer, Eleanor	Mose, Irene	Wilson, Charles
Crosby, Stanley	Herzer, Larence F.	Mose, Lester	Wilson, Ella
Davis, Betsy	Herzer, Louis F.	Mose, Lulu	Wilson, George
Davis, Jeff	Herzer, Lula	Mose, Violet	Wilson, George W.
Davis, Limpy	Herzer, Phillip	O'Connor, Lillie	Wilson, Harry
Davis, Margaret	Herzer, Vernon G.	O'Connor, Pedro	Wilson, Henry
Davis, May	Hodge, Mabel	Ross, Charlotte	Wilson, Lillie

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

Dixie, Joe	Hodge, Tex	Ross, Ida	Wilson, Luther
Dixie, Mary	Hodges, Andrew	Ross, Juanita	Wilson, Steve
Eaph, Andy	Hodges, Inez	Ross, Robert	Wilson, Viola
Eaph, Edna	Hodges, Patterson	Ross, Vincent	Yale, Alta C.
Eaph, John	Hodges, Thomas	Sawyer, Maggie	Yale, Edmund S.
Eaph, Lillie	Jack, Charles	Shelton, Charlie	Yale, Juline
Eaph, Mallinnie	Jack, Edna	Shelton, Charlotte	Yale, Tyler S.
Eaph, Rowena	Jack, James	Shelton, Dora	
Eaph, Virginia	Jack, Lavina	Shelton, Elsie	

In addition to the above individuals, any other Me-wuk Indian who was indigeneous to Calaveras County at the time of the 1929 census and who is certified to be such by the Tribal Council.

§ II(a)3 - Lineal Descent Of An Established Member. Any person who is born to an existing Member (as verified by birth certificate or other acceptable affidavit) is, by lineal descent, eligible to be enrolled as a Member of the Tribe.

§ II(a)4 - The Current Members. The existing Members of the Tribe are those persons who are listed as Enrolled Members on the Tribal Roster as of the date of the adoption of this Constitution.

§ II(b) - ACCEPTANCE OF MEMBERSHIP. Any new Member shall become such by submitting one's genealogy and documents in proof of the criteria cited above, §§ IIa(1-4), to the Tribe's Enrollment Committee as prescribed in the Enrollment By-laws. Upon verification, the new member's identification shall be placed on the Tribal Roster; and the new member shall be issued a tribal enrollment number and inducted into the Tribe by prescribed ceremony.

§ II(c) - RIGHTS OF MEMBERS. There is only one class of membership; and any person who is a Member under §§ IIa(1-4) of this Article shall have full and equal rights as any other Member under this Constitution.

§ II(d) - LOSS OF MEMBERSHIP AND SANCTIONS.

§ II(d)1 - Invalidation Of Membership. A Member of the Tribe may not lose one's Membership involuntarily nor be dis-enrolled for any reason other than providing erroneous facts about the person's lineage during the Enrollment process or having membership in another Federally Recognized tribe.

§ II(d)2 - Sanctions Against Members. On a case-by-case basis, the Tribal Council, by majority vote (51%), may sanction a Member for a justifiable cause by withdrawing or suspending tribal benefits and privileges. Such sanctioning shall be

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

done in writing and in accordance with the procedures that have been established in the appropriate By-laws as adopted by the Tribal Council. Such sanctions shall not include the loss of tribal membership.

§ II(d)3 - Reinstatement Of Privileges Or Benefits. Any person who has been sanctioned pursuant to § II(d)2, as above, may be restored in accordance with procedures as prescribed by the applicable By-Law.

§ II(d)4 - Appeal Of Sanction Or Membership Loss. Any person who has been dis-enrolled or sanctioned may appeal to the Tribal Court in accordance with the applicable By-laws.

§ II(e) - MEMBERSHIP ROLL. The Enrollment Committee shall maintain the membership roll of all current and former tribal Members.

§ II(f) - OATH OF MEMBERSHIP. A Member, upon becoming 18 years of age and therefore qualified, shall read this Constitution and sign an oath to uphold the Constitution and to pledge one's allegiance to the Tribe; and this oath shall be prescribed in the appropriate By-Law.

§ II(g) - MEMBERSHIP BY-LAWS. Consistent with this Constitution, the Tribal Council shall enact By-laws related to Tribal Membership, defining the specific procedures which govern the enrollment and other conditions of Membership.

ARTICLE III – GOVERNANCE

§ III(a) - GOVERNING BODIES. The governance of the Tribe shall be: the Tribal Electorate [Article IV], the Tribal Council [Articles V & VI], and the Tribal Court [Article VII].

ARTICLE IV - TRIBAL ELECTORATE

§ IV(a) - THE ELECTORATE. The Electorate of the Tribe shall be all adult Members (18 years of age or older). The Electorate is at-large and not segmented into geographical districts. The Electorate votes for and thereby establishes the Tribal Council (Article V). Also, the Electorate may remove a Tribal Council Member(s) and fill Vacancies (Article IX & X); and make Initiatives and Referenda (Article XI) and make Amendments to the Constitution (Article XVI). The power of the Electorate shall be restricted exclusively to those functions.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

ARTICLE V - TRIBAL COUNCIL

§ V(a) - TRIBAL COUNCIL. The legislative body of the Tribe (enacting the By-laws and Administrative Codes) shall be the Tribal Council elected by the General Electorate. There shall be seven (7) Members of the Tribal Council. All Tribal Council members shall be enrolled Members of the Tribe and at least thirty (30) years of age, who are members of the Electorate and who have been elected in accordance with this Constitution by the procedures in Article IX.

§ V(b) - CHAIRPERSON. The Tribal Council shall have one position of Chairperson who shall be at least thirty five (35) years of age. The Chairperson is a voting member of the Council.

§ V(b)1 - Duties Of Chairperson. The duties of the Chairperson shall include, but are not limited to, organizing the meetings and agenda for the deliberation and voting of the Tribal Council, administering the meetings and proceedings of the Tribal Council, over-sight of all administrative activities of the Tribe, and communication of the tribal activities to the Membership. These functions may be delegated to others by the Chairperson but such delegation is subject to the over-sight of the Chairperson.

§ V(c) - VICE CHAIRPERSON. The Tribal Council shall have one position of Vice Chairperson who must be at least thirty five (35) years of age.

§ V(c)1 - Duties Of Vice Chairperson. The duties of the Vice Chairperson shall include, but are not limited to, assisting the Chairperson and substituting for the Chairperson in the absence of that official.

§ V(d) - SECRETARY. The Tribal Council shall have one position of Secretary who must be at least thirty (30) years of age.

§ V(d)1 - Duties Of Secretary. The duties of the Secretary shall include, but are not limited to: taking roll call at all meetings, maintaining the minutes of all meetings, provide agendas for all meetings, maintaining all the correspondence for the Tribe.

§ V(e) - TREASURER. The Tribal Council shall have one position of Treasurer who must be at least thirty (30) years of age.

§ V(e)1 - Duties of Treasurer. The duties of the Treasurer shall include, but are not limited to, overseeing the fiduciary affairs of the Tribe and making reports as needed to the Tribal Council.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

328
330 **§ V(f) - THE OTHER COUNCIL MEMBERS.** The three (3) other Tribal Council
332 Members shall perform functions as may be assigned by the Council. These are voting
members of the Council.

334 **§ V(g) - ADJUVANT COUNCILS.** The Tribal Council shall established a Council of
336 Elders, a Council of Youth, or other *ad hoc* Councils as deemed appropriate, pursuant to
338 By-laws. Representatives of these Adjuvant Councils are elected by a majority of the Tribal
Council, and they may attend Council meetings, and address, and advise the Council.
340 However, these are non-voting positions with respect to the actions of the Tribal Council.

342 **§ V(h) - TRIBAL COUNCIL TERMS OF OFFICE.** The terms of office for all Tribal
344 Council Members including the Chairperson and Vice Chairperson shall be four (4) years
except as provided for in Section IX(d) - The First Election. There shall be no limitations on
346 serving consecutive terms on the Tribal Council.

348 **§ V(i) - DUTIES OF THE TRIBAL COUNCIL.** Consistent with this Constitution, the
350 duties of the Tribal Council Members include but are not limited to those functions as
enumerated below. Other functions shall be defined by By-laws pursuant to § V(l) of this
352 Article.

354 **§ V(j) - MEETINGS OF THE TRIBAL COUNCIL.**

356
358 **§ V(j)1 - Routine Monthly Meetings.** The Tribal Council shall hold regular
meetings, once per month. These meeting shall be open to the Members, except
360 closed-session meeting for personnel matters and other issues considered confidential
under State or Federal law.
362

364 **§ V(j)2 - Special Meetings.** The Chairperson or any three other members of the
Tribal Council may call special meetings of the Tribal Council. Adequate notice of all
366 special meetings (in terms of subject and timing) shall be given to all members of the
Tribal Council as defined in By-laws.

368
370 **§ V(j)3 - Rules Of Order.** The meetings of the Tribal Council shall be conducted
372 according to rules-of-order as defined in By-laws.

374 **§ V(j)4 - Recording.** At each regular or special meeting of the Tribal Council, a
recording of the proceedings shall be made, and a person shall be appointed to take
376 minutes of the meeting, and a copy of the minutes shall be preserved by the Tribal
Council and available to tribal Members in accordance with By-laws.
378

380 **§ V(j)5 - Quorum.** Two thirds (2/3) of the Tribal Council, who are currently holding

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

office, shall constitute a quorum for any regular or special Tribal Council meetings. And a quorum is required at all meetings in order to enact official business of the Tribal Council and create Enactments as defined in § V(l) of this Article. In no case shall a quorum be fewer than four (4), regardless of the number of Tribal Council office holders.

§ V(j)6 - Voting. The Tribal Council shall make enactments by a majority vote of a quorum of the Tribal Council, except as otherwise provided in this Constitution with respect to the Electorate in its power (Article IV). All Tribal Council Members, including the Chairperson and Vice Chairperson, shall have the power to vote. Proxy voting in the Council is prohibited.

§ V(k) - CODE OF ETHICS. The Tribal Council shall have the power to adopt a Code of Ethics by appropriate By-Law which governs the conduct of tribal officials - Council and Administrative. The Code of Ethics may include disciplinary procedures so long as the official in question is informed of the charges and given an opportunity to respond to those charges - including the opportunity to present witnesses and other evidence in one's own defense.

§ V(l) - BY-LAWS OR ENACTMENTS. The Constitution shall not be changed except by the Amendment processes. All enactments of the Tribal Council under the authority of the Constitution shall be termed a By-law to the Constitution as described below.

§ V(l)1 - Tribal Laws. A Tribal Law is a By-law to the Constitution that is enacted by the Tribal Council to regulate the conduct or actions of its members, the officers of its government, the administration of programs, and the governmental process.

§ V(l)2 - Tribal Resolutions. A Tribal Resolution is a By-Law to the Tribal Laws that represents a formal expression of position, opinion, will, or intent as voted by the Tribal Council. A Resolution may be an interpretation by the Tribal Council about the meaning of a particular segment of the Constitution, a Law, or an Administrative Regulation, prior to or other than a judicial interpretation by the Tribal Court. Tribal Resolutions shall be titled according to the date of enactment, the type of enactment, and a descriptor - e.g., *yyyy-mm-dd-Resolution-descriptor*. And they shall be both journaled in chronologically ordered enactments and transcribed to codified Titles which shall be harmonized, as much as possible, with Federal Titles.

§ V(l)3 - Tribal Proclamation Or Executive Order. A Tribal Proclamation or Executive Order is an expression of an intent of the Tribal Council and has no scope or duration except as specified within the Proclamation or Order. Tribal Proclamation or Executive Order shall be titled according to the date of enactment, the type of enactment, and a descriptor - e.g., *yyyy-mm-dd-Proclamation/Executive Order-descriptor*.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ V(l)4 - Tribal Administrative Regulation. A Tribal Administrative Regulation is a By-Law which implements administrative procedures of a Tribal Law or Resolution as enacted by the Tribal Council. Tribal Administrative Regulations shall be titled according to the date of enactment, the type of statute, and a descriptor - e.g., *yyyy-mm-dd-Administrative-Regulation-descriptor*. And they shall be both journaled in chronologically ordered By-laws and codified in a Code of Administrative Regulations.

ARTICLE VI - POWERS OF THE TRIBAL COUNCIL

§ VI(a) - PLENARY POWERS. Except for the power allocated to the Electorate in the holding of Elections (Article IX), Removal and Vacancy (Article X), Initiative and Referendum (Article IX), and Amendments to the Constitution (Article XVI), the Tribal Council is the sole authority to exercise all powers that are vested in the Tribe through its inherent sovereignty or through federal law. The Council shall execute these powers pursuant to the definitions and limitations in the Constitution and in accordance with established By-laws and customs of the Tribe. These powers shall include, but are not limited to, the following:

§ VI(a)1 - Representations. To represent the Tribe and act in the name of the Tribe in all matters that concern the Tribe and to make decisions for the Tribe in a manner that is consistent with this Constitution;

§ VI(a)2 - Contracts. To negotiate and enter into contracts with the federal, state, and local governments and other tribal governments and with individuals, associations, corporations, enterprises, or organizations;

§ VI(a)3 - Business Entities. To create Tribal entities to operate businesses that are conducted by a wholly-owned, subordinate entity of the Tribe; and invest as majority or minority interest in a business entity other than one which is wholly-owned by the Tribe;

§ VI(a)4 - Property. To purchase or accept any land or property for the Tribe;

§ VI(a)5 - Inherited Property. To enact laws which regulate the use, disposition, and inheritance of all real property within the Territory of the Tribe, as defined in Article I;

§ VI(a)6 - Assets. To prevent, veto or approve the sale, disposition, lease, or encumbrance of tribal lands, interests in land, tribal funds or other tribal assets;

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ VI(a)7 - Legal Counsel. To employ attorneys and other legal counsel;

§ VI(a)8 - Domestic Relations. Within the territorial jurisdiction of the Tribe and within the limitations of Article XIV - Civil Rights, to enact laws which regulate the domestic relations of persons;

§ VI(a)9 - Individual Conduct. Within the territorial jurisdiction of the Tribe and within the limitations of Article XIV - Civil Rights, to enact laws which regulate the conduct of individual persons;

§ VI(a)10 - Removal. To provide for the removal or exclusion of any Member or non-member of the Tribe whose presence may be injurious to Members of the Tribe and to prescribe conditions upon which any Member or non-member may remain within the Territory of the Tribe;

§ VI(a)11 - Assessments. To levy and collect taxes, duties, fees, and assessments on individuals and entities;

§ VI(a)12 - Allocations of Money. To appropriate and regulate the use of tribal funds in accordance with an annual budget approved by the Tribal Council;

§ VI(a)13 - Business Activities. To regulate all business activities within the jurisdiction of the Tribe and to manage all tribal economic affairs and enterprises;

§ VI(a)14 - Health and Safety. To regulate all matters and to take all actions necessary to preserve and safeguard the health, safety, welfare, and political integrity of the Tribe;

§ VI(a)15 - Appointments. To appoint subordinate committees, commissions, boards, tribal officers, and employees and to set their compensation, tenure, and duties;

§ VI(a)16 - Legal Enactments. To enact Tribal Laws, Resolutions, and Proclamations and regulations that are necessary or incidental to the exercise of its legislative powers.

§ VI(b) - INITIAL TRIBAL COUNCIL. In order to maintain continuity of operations, after the adoption of this Constitution, the first Tribal Council shall consist of those individuals who were appointed to serve as such by Yakima Dixie in the 2006 Constitution and who guided the Tribe through its the formative years of it organization. That Council will stay in office until the Federal government has confirmed a Federally Recognized Authority for the Tribe; and thereafter, the election of new officer will be conducted within 1

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

year or sooner as judged appropriate by the Council. In the interim, the Council may appoint vacated positions.

ARTICLE VII - COURT

§ VII(a) - ESTABLISHMENT. The Tribal Council shall establish the Tribal Court System by a By-Law entitled "Law for the Tribal Court System"; and the judicial power for the Tribe shall be vested in that Tribal Court. The Tribal Court System shall include the Tribal Court, itself, and such other lower courts of special jurisdiction, including forums for traditional dispute resolution, as the Tribal Council may deem necessary. There shall also be a Court of Appeals which shall be the court of last resort for all cases filed within the Tribal Court System.

§ VII(b) - BY-LAWS. The Law for the Tribal Court System shall define such issues as: Jurisdiction; Appointment of Judges; Qualification of Judges; Compensation; Removal of Judges; and Court Procedures and Due Process.

§ VII(c) - INITIAL COURT. During the first five (5) years or sixty (60) months after the acceptance of this Constitution, the Tribal Council shall act as the Tribal Court and shall commission a local, qualified attorney with judicial experience as the Court of Appeals. The procedures for this intermediate, transitional Jurisdiction shall be defined in the By-laws for the Tribal Court that shall be adopted within the first year after the ratification of this Constitution.

§ VII(d) - INITIAL DETERMINATIONS. The determinations of this Initial Court shall be treated as By-laws, to which subsequent Court cases may refer as *res judicata* or as *stare decisis*.

ARTICLE VIII - TRIBAL ADMINISTRATION

§ VIII(a) - ADMINISTRATIVE OFFICERS AND STAFF. The Tribal Administration shall consist of officers and staff who are appointed by majority vote of the Tribal Council. The Tribal Administration shall over-see the implementation and management of the Tribe's business and programs and deal with the day-to-day, specific operations of the Tribe. The Tribal Administration shall be sub-ordinate to the Tribal Council; and a Tribal Member shall serve on all administrative entities. This administration shall be regulated by a By-Law for Tribal Administration practices and policy.

ARTICLE IX - ELECTIONS

§ IX(a) - ELECTION PROCEDURES. The elections shall be conducted according to the procedures as defined in Election By-Laws and as adopted by the Tribe. The Tribal Council

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

positions of Chairperson, Vice Chairperson, Secretary, and Treasurer are elected to those specific offices and the remaining three positions are at-large and not by an election district.

§ IX(b) - GENERAL ELECTIONS. The Electorate (Article IV) shall vote on the election of Tribal Council positions (Article V) in the general elections.

§ IX(c) - SPECIAL ELECTIONS. The Electorate (Article IV) shall vote on the Removal of Tribal Council Members (Article X), Initiatives and Referenda (Article XI), Amendments to the Constitution (Article XVI), and other special elections, when called for by the Tribal Council, by this Constitution, or by the voting Members as provided for in this Constitution or appropriate By-laws.

§ IX(d) - THE FIRST ELECTION. Given the provisions in § VI(b) for the Initial Tribal Council until the Federally Recognized Authority is established, the first General Election of Council members shall be held within 1 year of that Federal Recognition. The Council positions shall have staggered terms of office for the first elected Tribal Council. The initial, elected Chairperson, Vice Chairperson, and Treasurer shall serve for a term of six (6) years. The Secretary and remaining three (3) at-large, elected Council Members shall serve for a term of four (4) years. After this initial variation, all Council positions shall be for a term of four (4) years.

§ IX(e) - ELECTION BOARD. The Tribal Council shall appoint an Election Board to conduct all elections including all special elections. The Election Board shall consist of five tribal members of which one shall be age 55 or older, another between the ages of 35 and 54, and another between the ages of 18 to 34 - provided that all members of the Election Board shall be at least 18 years of age. An Election Board Member shall not be a candidate for a position on the Tribal Council. All Election Board Members shall serve for a specific term of office as established in this Constitution and in the By-laws for Tribal Elections. The Election Board may appoint clerks, poll-workers, and others to assist the Election Board in conducting the election. In the absence of a sufficient number of Tribal Members to fill the Election Board, the Tribal Council may hire non-member professionals for necessary functions.

§ IX(f) - NOMINATIONS. For all elections of Tribal Council Members, the Election Board shall conduct a Nomination Meeting among the Electorate to accept a nomination of the candidates for the available Tribal Council seats. This Nomination Meeting shall be at least 60 days prior to the election date. At the Nomination Meeting, members of the Electorate may submit nominations for any vacant seat. The Election Board shall mail a notice regarding the qualified candidates to all of the Electorate at least 30 days prior to the election date. The particulars of the nomination process shall be defined in the By-laws for Elections.

§ IX(g) - QUALIFICATIONS FOR TRIBAL COUNCIL. Persons who are nominated to

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

run for the Tribal Council seats must be enrolled tribal Members who meet the age requirements which are set forth in Article V on or before the date of the election.

§ IX(h) - ELIGIBLE VOTERS. All tribal Members who are eighteen (18) years of age or older shall be eligible to vote and are automatically considered Registered Voters.

§ IX(i) - BALLOTS. All voting at regular and special elections shall be done by secret written ballot.

§ IX(j) - ABSENTEE BALLOTS. Absentee voting shall be permitted pursuant to provisions in a By-law.

§ IX(k) - ELECTION RESULTS. The Election Board shall certify the results of an election within three (3) days after the election day. The candidates receiving the highest number of votes shall be declared members of the Tribal Council for the available positions.

§ IX(l) - TIE VOTES. Tie votes between two or more candidates shall be decided in a run-off election. All members of the Electorate shall be entitled to vote in any run-off election. If a run-off election ends in another tie, the outcome shall be decided by the existing Tribal Council. The Election Board shall certify the results of any run-off election within three (3) days after the run-off election day.

§ IX(m) - CHALLENGES. Any member of the Electorate, who voted in an election, may challenge the results of that election by presenting his or her challenge, in writing, to the Tribal Court within five (5) days after the election results have been certified. Causes of action may be only for a miscount of votes or votes by persons who were not improperly a member of the Electorate. The Tribal Court shall decide all election challenges within ten (10) days from the date the challenge is filed. Any appeals shall be filed with the Court of Appeals within five (5) days of the issuance of the Tribal Court decision, and the Court of Appeals shall decide the appeal within ten (10) days. If the Tribal Court or Court of Appeals invalidates the election results, a new election shall be held within sixty (60) days of the original election.

§ IX(n) - OATH OF OFFICE. The oath of office for newly elected Tribal Council Members shall be administered by the Election Board within thirty (30) days after the Election Board declares the winners of the election, unless a Challenge is filed and, in that case, within thirty (30) days after a final decision by the Tribal Court or Court of Appeals. If a challenge is filed but it does not relate to all of the elected seats, then the oath of office shall be administered to the newly elected Tribal Council Members whose seats have not been challenged as above, within thirty (30) days after the Election Board declares the winners. Each incumbent Tribal Council Member shall remain in office until the oath of office is administered to the newly elected Tribal Council Member for one's seat.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ IX(o) TRANSFER OF RECORDS. Upon expiration of the incumbent's term of office, that incumbent shall transfer all tribal records within one's control to the newly elected Tribal Council Member.

§ IX(p) - ELECTION BY-LAWS. The Tribal Council shall enact an election By-Law that is consistent with this Constitution and which covers all necessary procedures for all elections other than the procedures stated in this Constitution.

§ IX(q) - REFERENDA AND AMENDMENTS. Other than elected officials, the term "Election" shall also refer to the adoption of By-laws by Initiative and Referendum under Article XI and to Amendments under Article XVI, both of which require a vote of the general Membership.

ARTICLE X - REMOVAL AND VACANCY

§ X(a) - REMOVAL OF COUNCIL MEMBER BY THE TRIBAL COUNCIL.

§ X(a)1 - Removal. The Tribal Council shall remove a Council Member for a conviction of a felony by any tribal, federal, or state court while serving on the Tribal Council.

§ X(a)2 - Suspension. The Tribal Council may suspend a Council Member charged with a felony pending the outcome of the trial and any appeal.

§ X(a)3 - Discipline. The Tribal Council may discipline or remove a Council Member by a vote of at least five (5) Members of the Tribal Council for converting tribal property or moneys for personal use or failing to attend four (4) regular or special meetings consecutively without good cause or for the violation of the Tribal Code of Ethics.

§ X(a)4 - Due Process. In all proceedings under § X(a)1, 2, and 3, above, the Tribal Council Member, who is subject to these proceedings, shall be afforded full due process rights including a written statement of the charges, the right to respond to those charges, the right to be represented by counsel, and the right to present witnesses and other evidence in his or her defense. The decision of the Tribal Council shall be final and shall be appealable to the Tribal Court only if a claim is made that there has been an error in a relevant fact(s) related to the removal, or the Tribal Constitution has been violated, or due process rights have not been afforded. A Council Member, who removed from office, must wait at least five (5) years from the official date of removal to run again for office.

§ X(b) - REMOVAL OF TRIBAL COUNCIL MEMBER BY ELECTORATE.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ X(b)1 - Initiative by Tribal Member. Any adult Enrolled Member may initiate recall proceedings, for good cause, against any Tribal Council Member by filing a written request with the Election Board, provided that a recall proceeding may not be initiated against any Tribal Council Member whose term expires within six (6) months.

§ X(b)2 - Issuance of Petition. After receipt of the written request, the Election Board shall issue official petition forms to the tribal member who initiated the Recall. That tribal Member shall have sixty (60) days to collect the signatures from thirty percent (30%) of the Electorate. Upon a valid petition, the Tribal Council shall call a special election pursuant to Article IX and appropriate By-Laws.

§ X(b)3 - Number of recalls. A recall petition shall be circulated for each Tribal Council Member who is subject to recall. A maximum of three (3) Tribal Council Members may be recalled at a time.

§ X(b)4 - Recall Meeting. The Election Board shall verify the signatures on a recall petition within ten (10) days of receipt of the signed petitions. If the tribal member seeking recall has collected the required number of signatures in the allotted time, then the Election Board shall hold a recall meeting within sixty (60) days of the receipt of the signed petitions. Notice of the recall meeting shall be mailed to the Electorate at least thirty (30) days prior to the recall meeting. The persons initiating the recall and the person subject to recall shall be given a reasonable opportunity to speak and present evidence at the recall meeting.

§ X(b)5 - Majority Vote. A majority vote by secret, written ballot of the Electorate who are in attendance at the recall meeting shall determine the success or failure of the recall petition(s), provided that at least thirty percent (30%) of the Electorate actually vote at the recall meeting and, of that, fifty one percent (51%) votes in favor of recall.

§ X(b)6 - Voting Procedures. Recall procedures, which are not specified in the Constitution, shall be held in accordance with the provisions of the By-laws for Tribal Elections, which shall include a section on recall procedures.

§ X(c) - VACANCIES.

§ X(c)1 - Filling a Vacancy. If a Tribal Council Member should become deceased or incapacitated, resign, or be removed or recalled from office, then the Tribal Council shall declare the position vacant. The Tribal Council shall fill a vacancy by special election unless there are less than six (6) months remaining in the term, in which case the Tribal Council shall leave the position vacant. The elected person who fills a

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

vacant position shall only serve out the term of the person whom he or she is replacing.

§ X(c)2 - Resignation. All resignations from the Tribal Council shall be done in writing.

ARTICLE XI - INITIATIVE AND REFERENDUM

§ XI(a) - INITIATIVE TO THE TRIBAL COUNCIL. Excluding issues that regard Membership under Article II, land, or housing, any member of the Electorate may propose to the Tribal Council that a By-law be adopted by the Tribal Council. Any such Initiative must be consistent with this Constitution and cannot be an Amendment to the Constitution, which is available elsewhere, under Article § XVI. Such an Initiative must be in the form of a petition, as defined under a By-Law, that has been signed by at least thirty percent (30%) of the Electorate of the Tribe. The Tribal Council must vote on said Initiative within sixty (60) days after receipt of the petition with its qualifying number of petition signatures. A majority vote of the Tribal Council shall decide whether the proposed By-law is adopted and, thereafter, be in effect. If the Tribal Council denies the petition or does not act within the sixty (60) day enactment period, the petitioner of the Initiative may use the Referendum process, below.

§ XI(b) - REFERENDUM TO THE ELECTORATE. If the Tribal Council fails to vote on an Initiative, as above, or if the Tribal Council votes against said Initiative, then the Petitioners may seek a Referendum directly to the Electorate. Pursuant to appropriate By-Laws to this Article, the Petition shall be reconstructed as a Referendum, and that shall be sent by the Tribal Council to the Electorate. Thirty percent (30%) of the Electorate must have affirmed the Referendum before it is valid, and, if so, it shall be presented to the Tribal Council for the calling of a special election pursuant to an appropriate Election By-law under Article IX.

§ XI(c) - PROCEDURES. Initiative and Referendum elections shall be conducted by the Election Board and shall be held in accordance with the provisions of a By-law which deals specifically with Initiatives and Referenda procedures.

ARTICLE XII - LAND

§ XII(a) LAND POLICY. The Tribal Council shall have the authority to establish land policies, to adopt land-use By-laws, and to otherwise regulate land within the territory of the Tribe and in accordance with this Constitution and applicable State and Federal laws.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

ARTICLE XIII - SOVEREIGN IMMUNITY

§ XIII(a) - WAIVER. The California Valley Miwok Tribe (also known as the Sheep Ranch Rancheria of Me-Wuk Indians of California) shall be immune from suit except to the extent that the Tribal Council expressly waives the Tribe's sovereign immunity.

ARTICLE XIV - CIVIL RIGHTS

§ XIV(a) - INHERENT RIGHTS OF MEMBERS. The Tribe (its Members and the elected and appointed officers) in exercising its powers of self-government shall not abrogate the following Civil Rights of individual Members.

§ XIV(b) - SPEECH AND ASSEMBLY. The governance of the Tribe is secular and shall not make or enforce any law which prohibits the free exercise of religion, or abridges the freedoms of speech, communications, or the right of people to peaceably assembly and to petition for redress of grievances or initiate By-laws.

§ XIV(c) - FURTHER PROSCRIPTIONS. The Tribe shall not violate the right of Members to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures, nor shall warrants be issued except on probable cause and supported by an oath or affirmation of an officer who is appointed for such actions and which describes the particular place to be searched and the person or thing to be seized.

§ XIV(d) - DOUBLE JEOPARDY. The Tribe shall not subject any person to prosecution more than once for the same offense and thereby place said person in double jeopardy for the same offense.

§ XIV(e) - SELF-INCRIMINATION. The Tribe shall not compel any person in any criminal case to be a witness against oneself.

§ XIV(f) - CONDEMNATION OF PRIVATE PROPERTY. The Tribe shall not take any private property for a public use without just compensation.

§ XIV(g) - EXPEDITED JUDICIAL PROCEEDINGS. The Tribe shall not deny to any person, in a criminal proceeding, the right to a speedy and public trial, to be informed of the nature and cause of the accusation, to be confronted with the witnesses against the accused, to have compulsory process for obtaining witnesses in favor of the accused, and at one's own expense to have the assistance of counsel for defense of the accused, and to have these rights explained at the time of arrest.

§ XIV(h) - BAIL AND FINES. The Tribe shall not require excessive bail, impose excessive fines, or inflict cruel and unusual punishment.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

§ XIV(i) - EQUAL PROTECTION. The Tribe shall not deny to any person (Member or non-Member) within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law.

§ XIV(j) - PROSCRIBED PROCEDURES. The Tribe shall not create any law of attainder which declares a person or group of persons guilty of some crime and punishes them without benefit of a trial; nor shall the Tribe find a person or group of persons guilty of a violation, *ex post facto*.

§ XIV(k) - TRIAL BY JURY. The Tribe shall not deny to any person, who is accused of an offense which is punishable by imprisonment, the right, upon request, to a trial by jury of not less than six persons.

ARTICLE XV - GENERAL MEETINGS

§ XV - ANNUAL GENERAL MEETING. The Tribal Council shall call at least one (1) general meeting per year of all Members of the Tribe to report, identify, and discuss important tribal matters.

ARTICLE XVI - AMENDMENTS

§ XVI - CONSTITUTIONAL PROVISIONS. This Constitution may be amended by a super majority vote of sixty percent (60%) of the Electorate of the Tribe voting at an election called for that purpose in accord with procedures in this Constitution and further defined by appropriate By-Laws.

ARTICLE XVII - SAVINGS AND SEVERABILITY

§ XVII(a) - PRIOR ENACTMENTS. All Enactments of the Tribe, which have been adopted by the standing Tribal Council from the Constitution of 2006 to the effective date of this Constitution, shall continue in full force and effect to the extent that they are consistent with this Constitution and unless modified subsequently by the Tribal Council within this Constitution.

§ XVII(b) - INVALIDATION OF SECTIONS. If any section or element of this Constitution be judged to be illegal by a competent authority, then that section or element shall become null and void without any of the other sections or elements of this Constitution becoming null and void nor there be a need to revise this Constitution by Amendment.

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

ARTICLE XVIII - ADOPTION OF CONSTITUTION

§ XVIII(a) - ADOPTION CLAUSE. This Constitution, when adopted by a majority vote of the Electorate of the California Valley Miwok Tribe (a.k.a. the Sheep Ranch Rancheria of Me-Wuk Indians of California), who have voted at a special election called by the Tribal Election Committee and in which at least thirty percent (30%) of the Electorate has participated, shall become the governing instrument for the Tribe. And it shall be submitted to the Secretary of the Interior for acceptance as the basis for government-to-government relations between this Federally recognized tribe and the United States of America.

CERTIFICATE OF RESULTS OF ELECTION

Pursuant to the 2006 Constitution to revise the tribal constitution, this Constitution of the California Valley Miwok Tribe (also known as the Sheep Ranch Rancheria of Me-Wuk Indians of California), as approved by the Tribal Council, was submitted to the Electorate of the Tribe on July 6, 2013 in an election in which at least thirty percent (30%) of the Electorate was required to participate for a valid election. The number of the Electorate voting was 100 out of a total of 200 eligible voters for a percentage of 50 %.

Therefore the Election ☒ was () was not valid. To ratify the Constitution, 60% of those voting had to vote in the affirmative. The vote was 90 For and 10 Against, and 0 cast ballots were indecipherable, this being 90 % For and 10 % Against.

Accordingly, this Constitution ☒ is Adopted ___ is Not Adopted.

SIGNATORIES

ELECTION COMMITTEE MEMBERS

Edgar E. Wilson Sr. Yakima Duffie
Leona White _____

VOTING TRIBAL MEMBERS

Buana Ambrose Gust Ramirez
Joe R. Aniel Jr. Antoinette Jones

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

1030

1032

1034

1036

1038

1040

1042

1044

1046

1048

1050

1052

1054

1056

1058

1060

1062

1064

1066

1068

1070

1072

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1080

1082

~~Carolyn Sayers~~

Carolyn Sayers

Jeff Sayers

Lawrence E. Wilson, Sr.

Celine J. Wilson

~~Phyllis~~

Dra R. Jimenez

Antonia Amestegui

Gilbert Ramirez

Angelina Jimenez

Solomon Sordova

Dra Carson

Dra B.

Vincent B.

Cecilia Fisher

~~John B.~~

Ramon M.

Rae Shook

~~Lucy H. Humphrey~~

Humphrey

~~Humphrey~~~~John B.~~

Celine J. Wilson

John B.

R. Amestegui

Pete Ramirez

Harold Jack

Killer Flower Stevens

Clonday Stevens-G

By Little Flower Stevens

John B.

Ellen Wilson

Cecilia Ramirez

Michael Wilson

Anthony Wilson

Lawrence Wilson

Manual Ramirez (LR)

Robert Ramirez (LR)

George Ramirez (LR)

Joshua Ramirez Blackwell (LR)

~~Joshua Ramirez Blackwell (LR)~~~~Joshua Ramirez Blackwell (LR)~~

**The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)**

1084

1086

1088

1090

1092

1094

1096

1098

1100

1102

1104

1106

1108

1110

1112

1114

1116

1118

1120

1122

1124

1126

1128

1130

1132

1134

1136

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

1138
1140
1142
1144
1146
1148
1150
1152
1154
1156
1158
1160
1162
1164
1166
1168
1170
1172
1174
1176

1178
1180
1182
1184
1186
1188
1190

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

TABLE OF CONTENTS

1192		
1194		
1196	DEDICATION	1
1198	HISTORY	1
1200	SYNOPSIS OF THE CONSTITUTION	2
1202	ARTICLES OF ORGANIZATION	2
1204	ARTICLE I - TERRITORY & JURISDICTION	2
1206	§ I(a) - TERRITORY	2
	§ I(b) - JURISDICTION	2
1208	§ I(c) - HEADQUARTERS LOCATION	3
1210	ARTICLE II – MEMBERSHIP	3
1212	§ II(a) - MEMBERSHIP BY INHERENT RIGHT	3
	§ II(a)1 - The Putative Members	3
1214	§ II(a)2 - Census of 1929	3
	§ II(a)3 - Lineal Descent Of An Established Member	4
1216	§ II(a)4 - The Current Members	4
1218	§ II(b) - ACCEPTANCE OF MEMBERSHIP	4
	§ II(c) - RIGHTS OF MEMBERS	4
1220	§ II(d) - LOSS OF MEMBERSHIP AND SANCTIONS	4
	§ II(d)1 - Invalidation Of Membership	4
1222	§ II(d)2 - Sanctions Against Members	4
	§ II(d)3 - Reinstatement Of Membership Or Benefits	5
1224	§ II(d)4 - Appeal Of Sanction Or Membership Loss	5
1226	§ II(e) - MEMBERSHIP ROLL	5
	§ II(f) - OATH OF MEMBERSHIP	5
1228	§ II(g) - MEMBERSHIP BY-LAWS	5
1230	ARTICLE III – GOVERNANCE	5
1232	§ III(a) - GOVERNING BODIES	5
1234	ARTICLE IV - TRIBAL ELECTORATE	5
1236	§ IV(a) - THE ELECTORATE	5
1238	ARTICLE V - TRIBAL COUNCIL	6
	§ V(a) - TRIBAL COUNCIL	6
1240	§ V(b) - CHAIRPERSON	6
	§ V(b)1 - Duties Of Chairperson	6
1242	§ V(c) - VICE CHAIRPERSON	6
	§ V(c)1 - Duties Of Vice Chairperson	6
1244	§ V(d) - SECRETARY	6

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

1246	§ V(d)1 - Duties of Secretary	6
	§ V(e) - TREASURER	6
1248	§ V(e)1 - Duties of Treasurer	6
	§ V(f) - THE OTHER COUNCIL MEMBERS	7
1250	§ V(g) - ADJUVANT COUNCILS	7
	§ V(h) - TRIBAL COUNCIL TERMS OF OFFICE	7
1252	§ V(i) - DUTIES OF THE TRIBAL COUNCIL	7
1254	§ V(j) - MEETINGS OF THE TRIBAL COUNCIL	7
	§ V(j)1 - Routine Monthly Meetings	7
1256	§ V(j)2 - Special Meetings	7
	§ V(j)3 - Rules Of Order	7
1258	§ V(j)4 - Recording	7
	§ V(j)5 - Quorum	7
1260	§ V(j)6 - Voting	8
1262	§ V(k) - CODE OF ETHICS	8
	§ V(l) - BY-LAWS OR ENACTMENTS	8
1264	§ V(l)1 - Tribal Laws	8
1266	§ V(l)2 - Tribal Resolutions	8
	§ V(l)3 - Tribal Proclamation Or Executive Order	8
1268	§ V(l)4 - Tribal Administrative Regulation	9
1270	ARTICLE VI - POWERS OF THE TRIBAL COUNCIL	9
1272	§ VI(a) - PLENARY POWERS	9
	§ VI(a)1 - Representations	9
1274	§ VI(a)2 - Contracts	9
	§ VI(a)3 - Business Entities	9
1276	§ VI(a)4 - Property	9
	§ VI(a)5 - Inherited Property	9
1278	§ VI(a)6 - Assets	9
	§ VI(a)7 - Legal Counsel	9
1280	§ VI(a)8 - Domestic Relations	10
1282	§ VI(a)9 - Individual Conduct	10
	§ VI(a)10 - Removal	10
1284	§ VI(a)11 - Assessments	10
1286	§ VI(a)12 - Allocations of Money	10
	§ VI(a)13 - Business Activities	10
1288	§ VI(a)14 - Health and Safety	10
	§ VI(a)15 - Appointments	10
1290	§ VI(a)16 - Legal Enactments	10
1292	§ VI(b) - INITIAL TRIBAL COUNCIL	10
1294	ARTICLE VII - COURT	11
	§ VII(a) - ESTABLISHMENT	11
1296	§ VII(b) - BY-LAWS	11
	§ VII(c) - INITIAL COURT	11
1298	§ VII(d) - INITIAL DETERMINATIONS	11

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

1300		
1302	ARTICLE VIII - TRIBAL ADMINISTRATION	11
1304	§ VIII(a) - ADMINISTRATIVE OFFICERS AND STAFF	11
1306	ARTICLE IX - ELECTIONS	11
1308	§ IX(a) - ELECTION PROCEDURES	11
1310	§ IX(b) - GENERAL ELECTIONS	12
1312	§ IX(c) - SPECIAL ELECTIONS	12
1314	§ IX(d) - THE FIRST ELECTION	12
1316	§ IX(e) - ELECTION BOARD	12
1318	§ IX(f) - NOMINATIONS	12
1320	§ IX(g) - QUALIFICATIONS FOR TRIBAL COUNCIL	12
1322	§ IX(h) - ELIGIBLE VOTERS	13
1324	§ IX(i) - BALLOTS	13
1326	§ IX(j) - ABSENTEE BALLOTS	13
1328	§ IX(k) - ELECTION RESULTS	13
1330	§ IX(l) - TIE VOTES	13
1332	§ IX(m) - CHALLENGES	13
1334	§ IX(n) - OATH OF OFFICE	13
1336	§ IX(o) - TRANSFER OF RECORDS	13
1338	§ IX(p) - ELECTION BY-LAWS	14
1340	§ IX(q) - REFERENDA AND AMENDMENTS	14
1342	ARTICLE X - REMOVAL AND VACANCY	14
1344	§ X(a) - REMOVAL OF COUNCIL MEMBER BY THE TRIBAL COUNCIL	14
1346	§ X(a)1 - Removal	14
1348	§ X(a)2 - Suspension	14
1350	§ X(a)3 - Discipline	14
1352	§ X(a)4 - Due Process	14
	§ X(b) - REMOVAL OF TRIBAL COUNCIL MEMBER BY ELECTORATE	14
	§ X(b)1 - Initiative by Tribal Member	14
	§ X(b)2 - Issuance of Petition	15
	§ X(b)3 - Number of recalls	15
	§ X(b)4 - Recall Meeting	15
	§ X(b)5 - Majority vote	15
	§ X(b)6 - Voting Procedures	15
	§ X(c) - VACANCIES	15
	§ X(c)1 - Filling a Vacancy	15
	§ X(c)2 - Resignation	16
	ARTICLE XI - INITIATIVE AND REFERENDUM	16
	§ XI(a) - INITIATIVE TO THE TRIBAL COUNCIL	16
	§ XI(b) - REFERENDUM TO THE ELECTORATE	16
	§ XI(c) - PROCEDURES	16
	ARTICLE XII - LAND	16

The Constitution of the California Valley Miwok Tribe
(also known as the Sheep Ranch Rancheria Of Me-wuk Indians of California)

1354	§ XII(a) LAND POLICY	16
1356	ARTICLE XIII - SOVEREIGN IMMUNITY	16
1358	§ XIII(a) - WAIVER	16
1360	ARTICLE XIV - CIVIL RIGHTS	17
	§ XIV(a) - INHERENT RIGHTS OF MEMBERS	17
1362	§ XIV(b) - SPEECH AND ASSEMBLY	17
	§ XIV(c) - FURTHER PROSCRIPTIONS	17
1364	§ XIV(d) - DOUBLE JEOPARDY	17
	§ XIV(e) - SELF-INCRIMINATION	17
1366	§ XIV(f) - CONDEMNATION OF PRIVATE PROPERTY	17
1368	§ XIV(g) - EXPEDITED JUDICIAL PROCEEDINGS	17
	§ XIV(h) - BAIL AND FINES	17
1370	§ XIV(i) - EQUAL PROTECTION	17
1372	§ XIV(j) - PROSCRIBED PROCEDURES	18
	§ XIV(k) - TRIAL BY JURY	18
1374	ARTICLE XV - GENERAL MEETINGS	18
1376	§ XV - ANNUAL GENERAL MEETING	18
1378	ARTICLE XVI - AMENDMENTS	18
1380	§ XVI - CONSTITUTIONAL PROVISIONS	18
1382	ARTICLE XVII - SAVINGS AND SEVERABILITY	18
	§ XVII(a) - PRIOR ENACTMENTS	18
1384	§ XVII(b) - INVALIDATION OF SECTIONS	18
1386	ARTICLE XVIII - ADOPTION OF CONSTITUTION	18
1388	§ XVIII(a) - ADOPTION CLAUSE	18
1390	CERTIFICATE OF RESULTS OF ELECTION	19
1392	SIGNATORIES	19