

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

ONEIDA TRIBE OF INDIANS)
 OF WISCONSIN,)
)
 Plaintiff,)
)
 v.)
)
 VILLAGE OF HOBART, WISCONSIN,)
)
 Defendant/Third-Party Plaintiff,)
)
 v.)
)
 UNITED STATES OF AMERICA, et al.,)
)
 Third-Party Defendants.)
)
 _____)

Case No. 1:10-cv-00137-WCG

Affidavit of Arlinda F. Locklear

Arlinda F. Locklear, being first duly sworn on oath, deposes and states as follows:

1. I am an attorney in private practice, admitted into the bars of District of Columbia, Maryland, the Supreme Court, various lower federal courts, and this Court. I am co-counsel in this matter with the Oneida Law Office, having been retained by the Oneida Tribe of Indians of Wisconsin (“Tribe”) as special counsel. I make this affidavit in support of the Tribe’s Motion for Contempt Order. I have personal knowledge of the facts set forth in this affidavit and, if called upon, could and would testify as to these facts.

2. As counsel for the Tribe in this matter, I took the lead in preparation of materials in support of the Tribe’s motion for summary judgment, including the preparation of a stipulation of facts between the parties as required by the local rules. As a result, I was responsible for the

drafting of the stipulations and negotiations with counsel for the Village of Hobart (“Hobart”) on the terms of that stipulation. The drafts and emails attached hereto are true and accurate copies of records generated during those negotiations and maintained in my office in the regular course of my representation of the Tribe.

3. The first draft stipulation was proposed by me to Hobart via email on September 14, 2011. The email noted that the authority or reference for each proposed statement in the stipulation was included for Hobart’s consideration; I offered to provide copies of any of the authority cited upon request from Hobart. The email further noted the importance of identifying the trust lands subject to the suit, as follows: “Probably the single most important fact is number 6, regarding the trust parcels that are the subject of the suit. To simplify this, we began with your list of parcels for which Hobart billed the US for outstanding charges, with the omissions and additions noted. We could provide the actual listing, identified by tax parcel, if you want to examine each parcel.” Exhibit 1.

4. The September 14, 2011, email included the first draft stipulation as an attachment. Paragraph 6 of the attached draft stipulation stated that 148 parcels of land are held in trust by the United States for the Tribe located within Hobart. As authority for this statement of fact, the draft stipulation stated, “May 18, 2011, Hobart demand for payment showing tribal trust lands, revised to omit individual trust lands, to add 1 tribal trust parcel recently partitioned but not recorded in county record as tribal trust, and to add 4 tribal trust parcels for which there are no delinquent charges for various reasons. See attached spreadsheet.” Exhibit 2.

5. Paragraph 7 of the first draft stipulation read, “The subject trust lands total approximately 1400 acres, all of which parcels were either already held or placed into trust

between 1937 and 2007.” Exhibit 2. Hobart proposed no changes to this paragraph and it was brought forward in all subsequent drafts as well as in the final, executed stipulation unchanged.

6. On October 5, 2011, counsel for Hobart responded to the Tribe’s first draft stipulation with proposed changes. With regard to paragraph 6, Hobart proposed 1 change only, i.e., the addition of “original” as an adjective to describe the Oneida Reservation. Exhibit 3.

7. On October 14, 2011, I emailed to counsel for Hobart a second draft stipulation. The October 14 email again noted that the spreadsheet of subject lands was “drawn from the list you [Hobart] provided the US in support of your demand letter, with two exceptions: first, the individual trust parcels that appear on your list are deleted from the attached spreadsheet; second, there are 3 parcels of tribal trust list (sic) that were added to your list - the specific explanation for these parcels is noted on the spreadsheet.” Exhibit 4.

8. The second draft stipulation repeated the same paragraph 6 as in the first draft. Even though Hobart had not requested it, the spreadsheet listing the 148 trust parcels by tax identification number was also attached. Exhibit 5. This spreadsheet contained an explanation for the three tribal trust parcels that had been added to the original Hobart list.

9. Negotiations on the terms of the stipulation continued among counsel through the remainder of 2011. Two additional drafts were prepared, which showed all changes proposed by either party. Exhibits 5 & 6.

10. On January 12, 2012, I emailed counsel for Hobart, advising that we had a consensus on the terms of the stipulation and that the final would be mailed to his office for his signature. Exhibit 7.

11. At no time during these negotiations was any issue raised or any change proposed to

the status or identity of the 148 subject trust lands. The 20 parcels that constitute the abandoned railroad right-of-way were included in all versions of the list of trust parcels for purposes of this litigation - the original list prepared by Hobart in support of its demand for payment to the United States and all drafts of the proposed stipulation.

FURTHER THE AFFIANT SAYETH NOT.

s/ Arlinda F. Locklear

District of Columbia: SS
Subscribed and Sworn to before me
this 9 day of July, 2015

Notary Public, D.C.

My commission expires 01/14/2018