

Questions for Elouise Cobell

1. Has the *Cobell v. Salazar* lawsuit included claims relating to asset (including land) mismanagement or damages? At what point, if any, were claims related solely to the government's mismanagement of Indian lands or non-monetary resources included in the litigation?
2. Your statement describes the \$100 million in attorneys' fees as a "very modest" three percent of the total Settlement. Is it fair to say that the attorneys' fees of up to \$100 million represent up to one-third of the value of the Historical Accounting Claims in the Settlement (about \$300 million) which were the only such claims litigated in Court?
3. To date, how much of the Plaintiffs' costs and expenses been reimbursed by the government?
4. Given the size of the attorneys' fees being requested from Congress, it is requested that the Committee be provided documentation of the attorneys' unreimbursed costs and expenses.
5. Does the Settlement Agreement cap the amount of incentive payments the Named Plaintiffs may receive? How much in total do the Named Plaintiffs intend to request in incentive payments?
6. Your written testimony states that many of the grants you received are in the form of loans and are repayable, and that some entities gave you advances that need to be reimbursed. Please describe these grants, loan agreements, and advances. For example, who made them, what were the terms and conditions, when were they made, and what were their amounts? Are there any contingency fee arrangements with the grantors or creditors?
7. On pages 18 and 19 of the Plaintiffs' amended complaint, there is an allegation concerning the failure of the Administration to appoint a new Special Trustee for American Indians:
 - (a) Since this administration took office, the Interior Defendants in breach of trust duties owed by the United States have obstructed or discouraged the appointment of candidates who meet the qualifications set forth in 1994 Act in order to conceal the nature and scope of continuing breaches of trust and serious problems in trust reform, notwithstanding that \$5 billion has been spent on trust reform as a result of this litigation.

Question: As you know, the Special Trustee for American Indians is an important position for collection and proper management of trust funds. What is the factual basis for this allegation of continuing breaches of trust, and how does this Settlement Agreement stop such breaches from continuing?

8. Have you identified a qualified bank where the \$1.4 billion settlement will be deposited? What criteria have you used, or will you use, in selecting a qualified bank? Will it be independent of the Plaintiffs and Plaintiffs' attorneys?