

EXHIBIT A

Duncan F. Steadman (7439)
STEADMAN FAIRBANKS & SHEPLEY, LC
550 South 300 West
Payson, Utah 84651-2808
(801) 465-0703 Fax: (801) 465-0733
Attorneys for All Individual Relators and Plaintiffs

John Paul Kennedy (1796)
1385 Yale Avenue
Salt Lake City, Utah 84105
(801) 583-6170 Fax: (801) 581-1007
Attorney for Relator Confederated Tribes of the Goshute Reservation

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

STATE OF UTAH,

Plaintiff,

vs.

THE UNITED STATES DEPARTMENT OF
THE INTERIOR, THE BUREAU OF INDIAN
AFFAIRS, *et al*,

Defendants and

PRIVATE FUEL STORAGE L.L.C., a Delaware
Limited Liability Company,

Defendant-Intervenor.

UNITED STATES OF AMERICA,
ex rel: Sammy Blackbear Sr., *et al*, and the
Confederated Tribes of the Goshute Reservation,
SAMMY BLACKBEAR SR. and MARGENE
BULLCREEK,

Plaintiffs,

v.

BRUCE BABBITT, Secretary of the United States
Department of the Interior, the UNITED STATES
DEPARTMENT OF THE INTERIOR, the BUREAU
OF INDIAN AFFAIRS; *et al*,

Defendants.

**DECLARATION
OF
SAMMY BLACKBEAR, SR.**

Consolidated Cases
No. 2:98 CV 380 K, and
No. 2:99 CV 156 K

Judge: Dale Kimball

Goshute Indians, which land is held in trust for the Tribe by the United States.

11. The stated purpose of Purported Lease Agreement is to construct and operate a facility for the storage of high-level nuclear waste, including spent fuel rods from a number of plants around the United States where electric power is generated using nuclear fuel.

12. Purported Lease Agreement will directly involve, or effectively impair, the use of approximately one-half of the Skull Valley Reservation's easily accessible and commercially useful land area and have an enormous effect on me and my family, the other Relators and other members of the Band, and the residents and guests of the Band's Skull Valley Reservation.

13. Purported Lease Agreement states on its face that it was approved by the BIA on May 23, 1997, three days after it was dated as being entered into by its parties and submitted for approval.

14. Of the approximately 25 Goshutes who live on the Skull Valley Reservation where the Private Fuel Storage L.L.C. ("PFS") high-level nuclear waste storage facility is proposed, 15 (including my three minor children and me) are represented in this complaint as Relators, minor children of Relators or members of Relators.

15. All adult members of the Band form the Tribal General Council.

16. The Tribal General Council is the only governing body of the Skull Valley Band.

17. I am now, and at all relevant times since 1982 was, a member of the Tribal General Council of the Band.

18. I have personally attended all meetings of the Tribal General Council relevant to the PFS project since the project was first discussed several years ago.

19. I have read the Declaration of Leon D. Bear dated July 24, 1998, filed in this case. Statements contained therein are false and contrary to my personal knowledge.

20. Leon Bear is not the undisputed, duly elected Tribal Chairman because his position as

have ever even seen a copy of the full Purported Lease Agreement or had a chance to properly consider the authorization of such a lease of Tribal trust land. As far as I know, the only ones that have seen the full document are the three purported Tribal officials who signed it. The only copy the rest of us have seen is the redacted copy, and that copy was supplied by the BIA pursuant to the FOIA request, long after the "approval" process was allegedly finished.

26. The purported Tribal leaders who signed the Purported Lease Agreement, acted without authority to do so, such that the Tribe is not and never has been a party to the Purported Lease Agreement. Having personally attended all meetings of the Tribal General Council relevant to the PFS project since the project was first discussed several years ago, I have personal knowledge that there has never at any such meeting been a proper vote authorizing the Purported Lease Agreement or authorizing the purported Tribal leaders to sign it.

27. It is my understanding, which is confirmed by the Purported Lease Agreement itself, that the Tribal General Council has the responsibility and duty of to conduct all important Tribal business, including the authorization of any entry into a lease of Tribal trust land.

28. In my presence, while claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials, Leon Bear has stated that he has received millions of dollars in payments from PFS, and that none of that money is Tribal money, but rather all of that money is his personal property to spend as he alone decides. Leon Bear has steadfastly refused to make any accounting to the Tribal General Council for these funds he claims "he" has received from PFS.

29. In my presence, while claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials, Leon Bear has stated that he chose to share "his" PFS money with individuals on the Tribal General Council that supported him (Leon Bear) and "his" PFS project.

30. While claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials, Leon Bear has offered me thousands of dollars, if I would vote for the PFS Project and sign documents he described as "Tribal Resolutions" in support of the PFS high-level nuclear waste storage facility.

31. In my presence, while claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials, Leon Bear has offered other persons who serve on the Tribal General Council thousands of dollars, if they would vote for the PFS Project and sign documents he described as "Tribal Resolutions" in support of the PFS high-level nuclear waste storage facility.

32. In my presence, while claiming to act as Tribal Chairman during public meetings held on the Skull Valley Reservation in the past year, in the presence of BIA officials, Leon Bear has offered my 17 year old daughter and all other 17 year old Tribal minors twenty thousand to one hundred thousand dollars each, if they would vote for the PFS Project and sign documents he described as "Tribal Resolutions" in support of the PFS high-level nuclear waste storage facility, when they turned 18 and joined the Tribal General Council.

33. In my presence, while claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials, Leon Bear has stated that the PFS Lease Agreement does not waive any of the Tribe's sovereignty or grant any waiver of sovereign immunity to PFS.

34. The Tribal General Council has never approved any resolutions authorizing entry into such a lease nor authorizing any waiver of sovereign rights, any waiver of sovereignty or any waiver of sovereign immunity.

35. In my presence, while claiming to act as Tribal Chairman during several public meetings held on the Skull Valley Reservation over the past few years, in the presence of BIA officials,

Leon Bear has stated that because of Tribal sovereignty, he (Leon Bear) is not bound by U.S. Law or by the Indian Civil Rights Act on the reservation.

36. In my presence, while claiming to act as Tribal Chairman during a meeting held on the Skull Valley Reservation this past April, in the presence of BIA officials, Leon Bear announced that it is an act of treason against the Tribe for me or any other party to this lawsuit to discuss Tribal meetings or Tribal matters with our attorneys or to provide Tribal resolutions or other Tribal documents to our attorneys, in the furtherance of this lawsuit. At the same time, Leon Bear threatened us if we continued this lawsuit, told us that he would unilaterally decide what punishment would be imposed on any offenders, and stated that any Tribal information or documents that we gave to our attorneys at any time in the past was also an offense that we could now be punished for.

37. According to documents I have received from the BIA, the State of Utah filed Freedom of Information Act requests ("Utah FOIA"), dated April 28, 1997, and June 16, 1997, with the BIA, requesting a copy of Purported Lease Agreement.

38. Garth Bear (now deceased), Margene Bullcreek, and I joined in filing a May 28, 1998 FOIA request ("Bear FOIA") with the BIA, similar to those of the State of Utah.

39. In our request, we identified ourselves as members of the Tribal Council.

40. A major reason for my FOIA request was so I could gather the documents I needed to fulfill my duties on the Tribal General Council.

41. In response to said FOIA requests, the BIA sent identical redacted copies of the Purported Lease Agreement to the State of Utah and to us, claiming Exemption 4 of the FOIA as the justification for the redaction.

42. The BIA's administrative record that was sent to us pursuant to a Freedom of Information Act ("FOIA") request does not contain any documents or references to documents

which reflect a BIA review of issues related to fair market value for such a lease or facility safety.

43. None of the documents we have received from the BIA reflect proper BIA involvement in the negotiation, approval or execution of Purported Lease Agreement.

44. None of the BIA documents sent to us reflect an evaluation of issues concerning competition, and there has never been any mention of concerns about competition at Tribal General Council meetings where this project has been discussed. I have neither heard nor seen any evidence of actual competition that would affect the Band.

45. None of the BIA documents sent to us refer to, discuss, or are a confidentiality agreement, and the Tribal General Council has never discussed or authorized any confidentiality agreement with PFS.

46. None of the documents the BIA sent in responding to our FOIA request indicate the BIA did anything to ensure that the Tribe's only ruling body (the Tribal General Council) properly considered or approved the Purported Lease Agreement and associated purported Tribal resolutions. This is true even though BIA officials have been present at Tribal General Council meetings where there was ample evidence indicating the Tribal General Council had not considered or approved the Purported Lease Agreement and associated purported Tribal resolutions. At some of these meetings, in the presence of BIA officials, Tribal General Council members requested an opportunity to review and discuss the Purported Lease Agreement, and were refused any such copy, review or opportunity to vote, and there was an utter lack of Tribal General Council consideration or approval of the Purported Lease Agreement or associated purported Tribal resolutions.

47. None of the documents the BIA sent in responding to our FOIA request indicate the BIA did anything to look for or investigate the possibility of corruption relating to the PFS Project, Purported Lease Agreement or associated purported Tribal resolutions. This is true even though

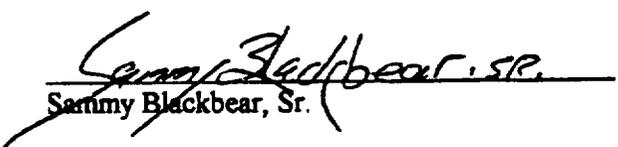
BIA officials have been present at Tribal General Council meetings where there was ample evidence indicating improprieties, including indications of conflict of interest, lack of authority and/or unlawful acts on the part of purported Tribal officials, and offers of PFS money in exchange for votes of Tribal General Council members.

48. None of the documents the BIA sent in responding to our FOIA request indicate the BIA did anything to investigate or ensure compliance with environmental justice issues.

49. None of the documents the BIA sent in responding to our FOIA request reflect that a NEPA compliant Environmental Impact Statement ("EIS") was prepared before the BIA rushed to approve this project and the Purported Lease Agreement.

In accordance with 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

DATED this 9th day of August 1999.


Sammy Blackbear, Sr.