



Central Council of the Tlingit & Haida Indian Tribes of Alaska

April 7, 2026

TO: Jolene N. John, Regional Director
Bureau of Indian Affairs – Alaska Regional Office
3601 C Street, Suite 1100
Anchorage, Alaska 99503

CC: Gabriel George
Bernice Hansen
Lucina June George
Dean Curtis George
Garfield Paul George
Jimmy Albert George, Jr.
Lori Dee Dugdale
Lisa Marie (Dugdale) Cook
Saanee Savannah Cook
Aurora Yeil Cook
Joseph Bergman Jim, Jr.
Ralph Dean Jim
Lagemas “Vanessa” George
Kystal Angel Gonzalez

Dear Regional Director John:

I write on behalf of the Central Council of the Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida or Tribe or Lessee) concerning Business Lease BS062421540 (Lease), which governs the Tribe’s lease of a parcel of land (Property) within the Jimmie George Allotment from a few of the individual heirs of Jimmie George, Sr. (collectively, George Family or Lessors), copied herewith, upon which the Tribe is constructing a recreational, public gaming facility. The Lease is a business lease as that term is defined in and regulated by 25 C.F.R. Part 162 (Part 162).

The Tribe is in receipt of recent correspondence indicating that a few of the fourteen individual Lessors, cc-d above, or their purported legal representatives, have written to the Bureau of Indian Affairs (BIA) Alaska Regional Office making various claims about the Tribe’s alleged non-compliance with the Lease terms and seeking an immediate BIA cease and desist order on any further construction on the Property. This

correspondence also references alleged communications from the BIA to the George Family concerning Lease enforcement about which the Tribe was previously unaware and to date has not obtained or otherwise reviewed. Finally, on the afternoon of April 7, 2026, Tlingit & Haida received an email from Mr. Tommy Andrews at your office stating that BIA was planning a site inspection on the Property (Inspection) two days later, on the morning of April 9, 2026.

Tlingit & Haida writes to emphasize the following points:

- As a signatory to the BIA-approved Lease, Tlingit & Haida must be provided with copies of any correspondence between the BIA and the individual members of the George Family that discusses potential federal action affecting the Tribe's rights as Lessee.
- The Lease terms prohibit members of the George Family from requesting enforcement action under the Lease without unanimity from the individual Lessors.
- To the extent that there is any dispute between Tlingit & Haida and the Lessors concerning the Lease terms, the Lease explicitly provides that those disputes must be adjudicated via arbitration, not BIA intervention.

Tlingit & Haida therefore respectfully requests that the BIA pause the Inspection and any proposed enforcement action or other response to Lessors pending the Tribe's review of relevant BIA correspondence and any necessary arbitration required under the Lease between the Lessors and the Tribe.

1. Tlingit & Haida is entitled to copies of BIA correspondence with the individual George Family members and must be included on any such future correspondence.

Tlingit & Haida is in receipt of letters to the BIA dated March 31, 2026, March 14, 2026, and two separate letters dated March 6, 2026. Each such letter was signed by one or both of Mr. Jimmy A. George, Jr. and Ms. Dinah Hobson, purportedly on behalf of various combinations of a handful of individual Lessors (a point discussed in further depth below). Several such letters refer to what appear to be substantive discussions between the BIA and Mr. George¹ and/or Ms. Hobson concerning the Lease:

- The March 31 letter refers to BIA correspondence to Mr. George and Ms. Hobson dated March 26, 2026, concerning those individuals' allegations about the Tribe's compliance with the Lease, and states that BIA has

¹ All references in this letter to "Mr. George" should be read as referring to Jimmy A. George, Jr. unless otherwise indicated.

scheduled a site inspection of the Property to review the Tribe's alleged non-compliance.

- Both March 6 letters, which were written by Mr. George, refer to similar correspondence from BIA to Mr. George:
 - In one of the two letters, Mr. George describes an incoming BIA correspondence in which Mr. George characterizes the BIA as having identified multiple Tribal violations of the Lease and several types of missing Tribal documentation.
 - In the second of the two letters, Mr. George responds to what he describes as correspondence from the BIA in which Mr. George claims the BIA opined as to whether the Tribe's gaming facility construction project satisfies certain Lease requirements as a matter of Lease interpretation.

If Mr. George's representations about his dialogue with the BIA are accurate, this means that the BIA did not include Tlingit & Haida on any of the above-mentioned communications to the George Family. Rather, it would appear that the BIA has been engaging with Mr. George and/or Ms. Hobson for several weeks on matters including Lease interpretation, Tribal Lease compliance, and potential enforcement actions without the Tribe's knowledge. Surely that is not the case. It would be unacceptable for Tlingit & Haida, as a signatory to the federally approved Lease, to only be made aware of these conversations and potential impacts on the Tribe's legal rights by secondhand reference in documents provided to the Tribe by Ms. Hobson weeks after the fact. This is particularly true if the BIA has, as appears to be the case, determined that an Inspection is warranted.

In light of these developments and concerns, Tlingit & Haida respectfully requests (1) copies of any BIA correspondence to any member of the George Family or his or her purported representative responding to requests for BIA compliance action or otherwise concerning the Lease; and (2) acknowledgment by you that the Tribe will be included on any further communications from the BIA to an individual Lessor, an individual Lessor's purported representative, or the George Family as a whole. Absent both, the Tribe will not have access to necessary documentation (which would be part of the administrative record in any subsequent administrative proceeding) to even evaluate (let alone defend) its rights under the Lease and Part 162. Accordingly, any BIA enforcement action taken pursuant to Part 162 would be per se arbitrary and capricious given the current ex parte nature of the communications between the BIA and certain individual Lessors.

2. The Lease requires that all individual Lessors unanimously sign enforcement action requests to the BIA, which did not occur here.

The current enforcement action requests, which appear to have been submitted to the BIA by some of the fourteen Lessors, are defective under the Lease terms because they were not signed by the individual Lessors unanimously. Rather, the four letters to the BIA of which Tlingit & Haida is in receipt were signed by one or both of:

- Jimmy A. George Jr., signing on behalf of just himself, or else purportedly on behalf of Bernice Hanson and Garfield George; and
- Dinah Hobson, a non-individual Lessor signing as purported Attorney-In-Fact for George Family member Dean George.

At the outset, Tlingit & Haida is not in receipt of any validly executed documentation from any individual Lessor granting Jimmy A. George Jr., Dinah Hobson, or any other individual power of attorney on his or her behalf as relevant to Lease operations. To the extent that the BIA has valid documentation concerning powers of attorney relevant to Lessor decision making under the Lease, Tlingit & Haida respectfully requests copies of such documentation. If the BIA does not have such documentation, it could itself be a violation of the Lease and Part 162 for the BIA to engage with an individual purporting to be acting as attorney-in-fact for an individual Lessor unless the BIA confirms the legal validity of such a delegation.

Even assuming that all purported legal delegations to Mr. George and Ms. Hobson are valid, the enforcement requests sent to BIA represent the views of, at most, four individual Lessors. Under both the Lease and Part 162, Mr. George and Ms. Hobson's enforcement requests are therefore invalid because they were not signed unanimously by all individual Lessors.

First, Article 27 of the Lease provides:

Whenever in this Lease it is provided that the LESSORS may exercise any rights or discretions, may make any determinations, consents, or approvals, or may otherwise participate in the implementation of this Lease, this will require the unanimous participation and signature of each restricted interest owner pursuant to 25 CFR 162.012(a)(2).

This reference to 25 C.F.R. § 162.012(a)(2) incorporates the regulatory provision that in Alaska, the decision to lease restricted lands requires unanimous approval by restricted interest landowner.² For purposes of the Lease, Article 27 extends this unanimity requirement to the Lessors "exercis[ing] any rights or discretions," making "any determinations, consents, or approvals," or "otherwise participat[ing] in the implementation of this Lease."

Other Lease provisions underscore this unanimity requirement. For example, Article 18 states that the BIA will investigate an alleged notice of default submitted by "Lessors," plural. Article 1 of the Lease defines "Lessors" as the Heirs of Jimmie George, listing each of the individual George Family member signatories. Under this language, enforcement action requests must be signed by the entirety of the George Family: i.e.,

² There are now fourteen such landowners, all of whom are included as cc-s to this Letter.

“the Lessors,” plural, as defined in the Lease. Paired with Article 27, the plain language of the Lease requires the George Family to collectively sign any requests that the BIA take enforcement action against the Tribe under the Lease.

The enforcement actions requested in Mr. George and Ms. Hobson’s various letters to the BIA fall within Article 27’s Lessor unanimity requirement and are therefore invalid under the Lease absent unanimous Lessor approval. Mr. George and Ms. Hobson have requested that the BIA order the Tribe to cease and desist further construction on the Property, and ultimately seek further BIA enforcement actions up to and including termination of the Lease. Cease and desist orders and termination requests are specific rights of action against Tlingit & Haida as Lessor pursuant to Part 162.³ Article 27 of the Lease, incorporating federal law at 25 C.F.R. § 162.012(a)(2), states that any such remedies sought against Tlingit & Haida require unanimous consent from the George Family.

The Tribe has reason to believe neither Mr. George nor Ms. Hobson obtained such consent before sending their requests to the BIA. The Lease therefore prohibits their actions, and with good reason – absent leaseholder unanimity, aggrieved individuals could request BIA action that is contrary to the best interests of the Lessors as a whole, and to the Lessor-Lessee relationship, without even notifying their co-Lessors, let alone obtaining their consent and approval.

3. BIA involvement in any Lease dispute is premature given the Lease’s arbitration requirements.

The current dispute centers around Mr. George and Ms. Hobson’s allegations that the Tribe has not complied with the Lease terms. But Article 17 of the Lease states that if the Parties cannot “resolve a dispute regarding an interpretation of the terms of this Lease, such dispute shall be settled by arbitration.” To the extent that Mr. George or Ms. Hobson disputes Tlingit & Haida’s compliance with or interpretation of certain Lease provisions (such as construction plan requirements, insurance and bonding requirements, environmental compliance requirements, unanimity in George Family signatures, breach and cure procedures, etc.), those disputes are required by Lease (and by incorporation, Part 162)⁴ to be resolved via arbitration, and not the BIA.⁵

Tlingit & Haida has sought to maintain an open dialogue with the entirety of the George Family and their representatives throughout the current dispute, including exchanging emails and letters, maintaining open lines of communication, and holding or offering to hold meetings between the Tribe and the individual Lessors. While Mr. George and Ms. Hobson are within their rights under the Lease to reject the Tribe’s overtures and dispute the Tribe’s legal positions, Article 17 mandates that their next step is to initiate

³ 25 C.F.R. §§ 162.466(b)(3), .467.

⁴ 42 C.F.R. § 162.465.

⁵ Tlingit & Haida does not suggest that BIA lacks authority to conduct a site inspection pursuant to Article 18 of the Lease, merely that that is premature under the Lease at the current time.

arbitration proceedings under one of the avenues for doing so set out in that Article. Only after the applicability and scope of the Lease terms are arbitrated will the BIA be in a position under the Lease and Part 162 to respond, if appropriate, to outreach from either the Tribe or the George Family and their representatives (if valid) concerning Lease compliance.

4. Conclusion and next steps.

Tlingit & Haida takes its responsibilities under the Lease, as well as its relationship with the George Family, seriously. However, as it pertains to Mr. George and Ms. Hobson:

- Tlingit & Haida has not had an opportunity to review relevant correspondence between Mr. George and/or Ms. Hobson and the BIA;
- To the Tribe's knowledge, the administrative record does not demonstrate that any individual Lessor has delegated power of attorney or comparable authority for Lease purposes, and if so, to whom;
- The piecemeal enforcement requests made by Mr. George and Ms. Hobson do not satisfy the Lease's unanimity requirements; and
- To the extent that there is a substantive dispute between Tlingit & Haida and any individual Lessor concerning Lease term interpretation, the Lease requires that those disputes be arbitrated, not adjudicated in the first instance by the BIA.

Tlingit & Haida therefore reiterates its respectful request that the BIA (1) provide the Tribe with all relevant correspondence with the George Family; and (2) pause both the Inspection and any other proposed response to the individual George Family members' requests pending the Tribe's review and potential response to relevant correspondence and any necessary arbitration required under the Lease.

Please contact me at rpeterson@tlingitandhaida.gov if you have any questions or would like to further discuss this matter. I can also be reached by contacting the Director of the Office of the President, Connor Ulmer, at culmer@tlingitandhaida.gov or at 907-463-7105.

Sincerely,

Richard J. Peterson
President