

- > COMPROMISE?
- > NEED FOR ANSWERS
- > BOGUS AGREEMENT
- > WHAT DOES IT SAY?

BY:  
JENNY MILLER

# THE MILLERIST

WHERE GOOD, HONEST OSAGES COME TO READ

## Compromise?

On February 24, 2011, federal judge Emily Hewitt awarded the Osage Shareholders \$330.7 million in back payment, interest and damages for Tranche one of the mismanagement claim against the U.S. government. This is an outright order of the federal court. The judge ordered the U.S. government to pay shareholders \$330.7 million for damages incurred from January 1981 to May 1994.

There are two more Tranches to be considered for recovery. The Tranches were divided into time periods. The claim sought recovery of mismanaged Oil and Gas royalties that covered a period of 140 years. Tranche one only covered 13 of the 140 years which should be an indication that the genuine equitable settlement figure would be much, much higher than the \$330.7 million awarded for a mere 13 years.

Because this case has been active for 11 years and because further litigation expenses will be incurred and because of the alleged risk involved in appeals,

Judge Hewitt proposed 50 more million as an option for the Shareholders to accept as recovery for Tranche 2 and Tranche 3 claims. This proposal of 50 million would be added to her clear cut judgment of \$330.7 million to the Shareholders for a total award of \$380.7 million dollars.

A letter was written to the Shareholders from the Osage Mineral Council on August 19, 2011. The letter states that the *Osage Trust Team has negotiated a proposed settlement that would result in a substantial distribution of funds by the United States to all headright holders.*

The letter goes on to say: *“Unless the Trust Team enters into the proposed settlement agreement, the litigation will continue for several years before a final judgment and payment to headright holders might be made.”*

Also: *“the Trust Team accepted the United States’ invitation to begin settlement negotiations earlier this year.”*

## Need For Answers

If Judge Hewitt awarded outright \$330.7 million to the Osage Shareholders why was there a need to negotiate anything with the U.S. government? There is no need. The \$330.7 was ordered by the Court.

Apparently the U.S. Government is intent on negotiating the additional \$50 million that pertains to Tranche 2 and Tranche 3. You have no way of knowing what is behind this ridiculous set of circumstances.

Because you are kept in the dark regarding what has and is taking place in the courtroom, you are being deprived of your right to know how your personal assets are being represented in a court of law.

It seems to me that the additional \$50 million dollar proposal by the Judge is an offer to the Osage Tribe (Shareholders) to accept or reject. The shareholders are not the guilty party in this case. The Judge has already determined that negligence has occurred on the part of the U.S. Government with

regard to all three Tranches of this claim. The \$50 million is an offer to shareholders to settle Tranche 2 and Tranche 3 in an effort to end the case now rather than painstakingly sorting out 127 years of negligent record keeping on the part of the BIA.

The U.S. Government has absolutely nothing to do with the Judge's order EXCEPT the order itself to pay the Shareholders if they accept the Judge's proposal of \$50 million.

An Order of the Court is NOT NEGOTIABLE.

The right to accept or reject IS NOT A NEGOTIATION. The right to accept or reject an offer is A CHOICE and that choice will be handed to the court, the court will either order the U.S. Government to pay \$50 million dollars of mismanaged of funds for Tranche 2 and Tranche 3 or the Judge will accept the Shareholders rejection of the \$50 million and the litigation will continue for these last two phases of the Trust case.

### **Bogus Agreement**

Because we understand that an order from the court is NOT NEGOTIABLE, where did this settlement agreement come from? Remember what the letter said: **"The**

**Trust Team accepted the United States' invitation to begin settlement negotiations earlier this year. These negotiations have taken many months and have been difficult."**

**"The settlement is not perfect and there are terms that the Trust Team ultimately had to accept in order to achieve a compromise."**

### **Compromise?**

The only thing being "Compromised" here is the Osage Mineral Estate, your assets, your rightful form of government and your right to sue the United States Government in the event of further negligent acts.

Is it possible that the Trust Team was misled by Pipestem and Akin and Gump, attorneys hired by Jim Gray and in favor of the hostile takeover of the Osage Tribal Council.

Pipestem has stated that he does not represent the shareholders and that he represented the Osage Nation.

### **Modus Operandi**

What happened here is that you have once again been scammed into believing what you want to believe rather than looking at the facts and making informed decisions.

It is the M.O. (modus operandi/ "mode of operation") of the instigators of this de facto Osage Nation government not to provide you with accurate information and rush you through at the speed of light to make uninformed decisions. I refer you to "The Millerist" volume 16 in case you have forgotten my warning.

Because this work submitted by the United States Government, Wilson Pipestem and Akin and Gump was handled in such a slip shod manner, I remain optimistic that wrongs can and will be righted.

### **What does it Say?**

Attached is a breakdown with notes explaining in my view what the settlement agreement says.

Those voting for the "unseen" agreement; agreed that the Osage Tribe (Osage Indians who own a headright share in the Mineral Estate) no longer exists and that the de facto government has control of your Estate.

The agreement is shoddily crafted resulting in contradictions. You were coerced into signing it because the letter written on Aug 19 indicated that if you didn't agree, the litigation would continue for years.