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9
10 UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

11 TANADGUSIX CORPORATION, a native village)
12 corporation formed under the Alaska Native Claims)
Settlement Act, and BERING SEA ECCOTECH,)
13 INC., an Alaska Corporation and a wholly owned)
subsidiary of Tanadgusix Corporation,)

14)
15 Plaintiffs,)

16 v.)

17 DIEDRE HUBER, Director, Property Management)
Division, General Services Administration, in her official)
18 capacity; STEPHEN A. PERRY, Administrator,)
General Services Administration, in his official capacity;)
19 HECTOR V. BARRETO, Administrator, Small)
Business Administration, in his official capacity; THE)
20 UNITED STATES OF AMERICA; JAMES)
JOBKAR, Alaska Department of Administration,)
Division of General Services, in his official capacity.)

21)
22 Defendants.)
23)

No. A02-0032 CV (JWS)

DECLARATION OF KEVIN
KENNEDY IN SUPPORT OF TDX'S
AND BSE'S RESPONSE TO
FEDERAL DEFENDANTS' MOTION
TO DISMISS, AND MEMORANDUM
IN SUPPORT OF CROSS-MOTION
FOR PARTIAL SUMMARY
JUDGMENT

24 I, KEVIN KENNEDY, declare:

25 1. I am Director of Marine Operations for Tanadgusix Corporation. The following is true
26 of my own personal knowledge or from my review of my files in this matter and, if called upon to do so,
27 I could and would competently testify to the truth thereof.

1 2. When I first learned about the *Ex-Competent* in late 1999 or early 2000, I was
2 interested in TDX or BSE acquiring it, but first needed to research the market and find an experienced
3 ship repair business with which to affiliate. Even if TDX or BSE could acquire it, however, we could
4 not simply begin lifting large vessels. The *Ex-Competent*, having lifted thousands of ships and
5 submarines since 1944, needed substantial, expensive rehabilitation and hazardous materials
6 remediation. It also requires a large, deep space for mooring and operation, being approximately
7 125 feet across and over 500 feet long with enormous sidewalls and cranes, and TDX and BSE lacked
8 such mooring space.

9 3. It takes years of training to operate the drydock and become certified to lift
10 federally-owned ships. An inexperienced individual will damage the vessels lifted, and cannot become
11 insured. When lifting a vessel there is a substantial risk of the vessel rolling over or sliding inside the
12 drydock. No reasonable large vessel owner would hire TDX and BSE to lift and repair its vessels
13 unassisted, since TDX and BSE lack the necessary experience, reputation and customer base.

14 4. The drydock is a piece of equipment like an elevator. It is not like a bus or airplane
15 that can be used alone, but like an operating room. As owner of the drydock (the operating room),
16 TDX provides space for the surgeon and assisting specialists (the shipyard) to operate on ships (the
17 patient).

18 5. In spring of 2000, I began contacting ship repair companies in Alaska, Washington and
19 Hawaii. Two Washington companies, Nichols Brothers and Todd Shipyards, told me that they were
20 not interested in having the *Ex-Competent* associated with their businesses.

21 6. Alaska was never a viable option for using this vessel. Alaska, including St. Paul
22 Island, lacked a market for a drydock the size of the *Ex-Competent*. Moreover, the State of Alaska
23 asked me to not bring it to Alaska. Ketchikan Shipyard is owned by the state's Alaska Industrial
24 Development and Export Authority, and is operated by Alaska Ship & Drydock. Randy Johnson of
25 Alaska Ship & Drydock, which had earlier tried to acquire the *Ex-Competent* with Clearwater Group
26 (another ANCSA subsidiary corporation), told me to not bring the *Ex-Competent* to Alaska. I
27 agreed. Additionally, Randy Johnson said that he could not obtain the environmental permits at the
28 Ketchikan site, and believed that the drydock was too large for the site.

1 7. In researching Hawaii, I contacted Fred Anawati of Marisco, Ltd. (“Marisco”), an
2 experienced Oahu shipyard with an excellent reputation. Fred said that Marisco had a permanent
3 mooring place for the *Ex-Competent* that could accommodate the *Ex-Competent*’s unique size and
4 deep draft. Besides being knowledgeable about the Hawaiian market, Fred is one of few civilians who
5 is Navy-certified to lift federally-owned ships with the *Ex-Competent*. He was willing to train TDX to
6 operate the *Ex-Competent*, and TDX’s Aleut shareholders in shipyard repair skills, in return for shared
7 use. Fred predicted that employment at the shipyard would rise from 150 to 400 persons as a result of
8 the expanded capacity provided by the *Ex-Competent*.

9 8. Also attractive to us was the strong Hawaiian market for the *Ex-Competent*. Fred
10 Anawati said that the *Ex-Competent* would attract large barges and vessels to Hawaii that would
11 otherwise go to foreign ports or the United States’ west coast. Fred also said that the *Ex-Competent*
12 could serve the United States’ federal fleet, which has a major presence in Pearl Harbor.

13 9. The State of Alaska was very interested in our plan because we would operate the
14 drydock in Hawaii, rather than in Alaska. Hawaii became more attractive as I learned of exorbitant
15 costs, work and risks associated with moving the *Ex-Competent* across open ocean to Alaska. It
16 took five tugs to tow the *Ex-Competent* from Pearl Harbor to Campbell Industrial Park.

17 10. Ken Browning and Jim Jobkar at the Alaska SASP were very cooperative and made
18 every effort to transfer the *Ex-Competent* as quickly as possible. They told me that several times the
19 proposed transfer of the *Ex-Competent* to Clearwater Group looked promising but it then would fall
20 through. They told me that, through the fall of 2000, GSA and SBA argued over whether SBA
21 assumed liability by signing the Form 122, or GSA by approving the SF 122. Clearwater Group never
22 took possession of the *Ex-Competent*.

23 11. Jim Jobkar and Ken Browning knew that BSE wanted to acquire the drydock as an
24 SBA 8(a) entity for use with Marisco in Hawaii, and actively guided its efforts to make that happen. I
25 never told the Jim or Ken that TDX or BSE would move the *Ex-Competent* to Alaska. I discussed
26 with Jim Jobkar and Ken Browning operating the *Ex-Competent* in Hawaii with an experienced
27 shipyard.

1 12. Jim Jobkar and Ken Browning outlined the following plan for TDX and BSE, based on
2 their previous experience. If SBA was unwilling to transfer the *Ex-Competent* to BSE because of
3 GSA's position or the liability issue, TDX would acquire the *Ex-Competent* through GSA's donation
4 program. TDX would promptly abate the drydock's hazardous materials, and then re-transfer the
5 drydock to SBA and BSE through the 8(a) program. If that did not happen, and if GSA did not
6 expressly approve use in Hawaii, TDX would obtain a waiver allowing operation of the vessel in
7 Hawaii.

8 13. The waiver could be necessary, Jim and Ken explained to me, because of GSA's
9 policy of requiring donees who receive property through their state's State Agency for Surplus
10 Property ("SASP") to use the property in that same state (hereafter referred to as "GSA's in-state
11 policy"). I was concerned about the policy, since I had discussed with Jim and Ken the impossibility of
12 towing the *Ex-Competent* to Alaska, the poor Alaska market, and the State's wanting the
13 *Ex-Competent* kept out of Alaska. Jim and Ken allayed my concern by stating that the same issue had
14 arisen before with other transfers and had been successfully resolved.

15 14. I asked Jim Jobkar and Ken Browning for a copy GSA's in-state policy. They were
16 unable to produce a document or refer me to a regulation. That is because nothing exists. As I began
17 to learn, GSA has several times allowed donated property to be used outside the state of the
18 transferring SASP. For example, GSA allowed: (1) Oregon's Port of Morrow to use a donated
19 surplus container mover in Idaho; (2) Oregon's Port of Portland to use a donated surplus drydock in
20 Washington; (3) Oregon's Port of Newport to use a donated surplus Navy PT boat in the Southern
21 California Pacific Missile Test Center; and (4) a Kansas public agency to use surplus scientific
22 equipment in Antarctica.

23 15. Ken and Jim directed our letter writing efforts seeking the *Ex-Competent* during the fall
24 and early winter of 2000. Because of the SBA-GSA disagreement, they told me to keep both transfer
25 routes open. For nearly every letter from TDX seeking the *Ex-Competent* through GSA's process,
26 the Alaska SASP also had us write a nearly identical letter seeking transfer through SBA's 8(a)
27 process.

1 16. On January 18, 2001, I hand-delivered a package to Ken and Jim consisting of a letter
2 to Ken Browning (with a copy to SBA) that was TDX's letter of intent with three attachments. The
3 letter of intent stated TDX's interest in acquiring the *Ex-Competent* and evaluating the vessel for use
4 by BSE, so that BSE could meet its business plan goals in commercial and federal contracting. The
5 third attachment, dated January 18, 2001, was a "Letter of reaffirmation of commitment from Marisco
6 Limited, the shipyard owner, our partner in the State of Hawaii, where rehabilitation will take place."
7 We delivered this package to Ken Browning in an attempt to go through SBA's 8(a) program. On
8 January 18, Ken informed us that this was still a possibility, but on January 19, it was not, and that we
9 should rewrite the letter to seek only a GSA transfer. Ken said not to worry, because we would then
10 go through the hazardous materials abatement and SBA retransfer route described above.

11 17. On January 19, 2001, I hand-delivered a package to Ken and Jim consisting of TDX's
12 January 19, 2001, letter of intent, with two attachment letters that were referenced in the letter of intent.
13 The second letter, dated January 18, 2001, was a "Letter of reaffirmation of commitment from Marisco
14 Limited, the shipyard owner, our partner in the State of Hawaii, where rehabilitation will take place."
15 The two attachments to TDX's January 19, 2001, letter of intent were the same as two of the three
16 attachments to our January 18, 2001, letter of intent. Our second letter of intent omitted the letter from
17 Mr. Fujikawa, of the State of Hawaii Harbors Division.

18 18. I drafted the phrase "transported long distances" in TDX's January 19, 2001, letter
19 with the intent of keeping open TDX's future options for using the *Ex-Competent*. We did not want
20 the drydock if we could never move it out of Hawaii, such as to California or elsewhere if the Hawaiian
21 market went sour, or Marisco went bankrupt, or our arrangement with Marisco fell apart.

22 19. In late April of 2002, I learned that GSA had recently asked the Navy to begin moving
23 equipment and vessels at Pearl Harbor to make room for the *Ex-Competent*, in preparation to take
24 back the drydock.

25 20. Fred Anawati is training me to operate the *Ex-Competent* and to become certified to
26 lift federally-owned vessels. The Aleut crew assists vessels being positioned for lifting by the
27 *Ex-Competent*. The Aleut trainees report regularly on their progress to TDX's Anchorage office.

1 21. In several instances, GSA has donated drydocks to public agencies that allow private
2 entities to use them, sometimes exclusively. For example, GSA donated the ex-Naval drydock *Eureka*
3 (formerly known as the *Steadfast*) to the Port of San Francisco, which allows a private company, San
4 Francisco Drydock, to lease it for commercial purposes. And, GSA donated the ex-Naval drydock
5 *AFDB-8 Machinist* to Guam, which allows the private company Guam Shipyard to use it. These
6 donations show GSA's awareness that drydocks are complicated pieces of machinery, and public
7 agencies cannot be expected to immediately know how to use them. I have attempted to get the
8 documents establishing the transaction concerning the *Steadfast* and the relationship with San
9 Francisco Drydock, in order to model them. However I have been unable to obtain the papers from
10 the agency. I know that, like the *Steadfast*, the papers transferring the *Machinist* were prepared by
11 GSA staff in San Francisco. Evidently GSA conveyed an unconditional title to the *Machinist*.

12 22. The *Ex-Competent* and the shipyard skills training and employment program at the
13 Marisco shipyard unquestionably provide economic development for St. Paul residents. About seven
14 Aleuts are in the program now, but this number will grow with the business. So will the dividends paid
15 to TDX's shareholders. Not only do the Aleuts in the program receive a regular paycheck, they learn
16 invaluable skills that they will take back to St. Paul.

17 23. St. Paul's economy is in poor shape and a large percentage of St. Paul Aleuts are
18 unemployed and unskilled. Its fishing economy is seasonal and weak. The 2000 U.S. Census figures
19 for St. Paul bear this out. Most St. Paul residents are Alaska Natives. There are 287 people who are
20 between the employable ages of 20 and 54, of which about 2.4% are being trained and employed
21 through the TDX/BSE/Marisco program. There are 183 people who are 16 years and older and who
22 are either unemployed or not in the labor force. According to St. Paul's housing authority, St. Paul has
23 159 Indian families, 73 of which live in substandard housing and 87 of which live in over-crowded
24 conditions.

25 24. I attach true and correct copies of the following exhibits referred to in TDX's and
26 BSE's Response to Federal Defendants' Motion to Dismiss, and Memorandum in Support of
27 Cross-motion for Partial Summary Judgment:
28

- 1 1 Memorandum from Dale Mock to Lester Gray Jr. of 11/15/93
- 2 2 The History of Competent (AFDM-6), 8/1/97 (Bates no. 1002, 996-1001)
- 3 3 Letter from Gary Neal to Jack Guzman of 2/3/98
- 4 4 Governor of Guam, Carl T. C. Gutierrez News Release, *Governor Gutierrez Successful at Getting a Third, Larger "Dry Dock" for Newly Privatized Guam Shipyard*, May 8, 1998
- 5 5 GSA, *Personal Property Utilization and Disposal Guide, Transportation and Property Management*, October 1999
- 6 6 Profile of General Demographic Characteristics: 2000, St. Paul City, Alaska,
- 7 7 Port of San Francisco Press Release, *Congresswoman Nancy Pelosi Joins Shipyard Workers to Celebrate Acquisition of the Port's Newest Floating Drydock "Eureka" at Pier 70*, 1/12/00
- 8 8 Letter from Ron Philemonoff to Senator Stevens of 3/22/00 (Bates nos. 78-81)
- 9 9 David Robbins, Utilization and Donation, GSA, *Donation Success Stories-California*, 5/31/00
- 10 10 Report of Excess Personal Property, Report No. N35355-0223-0001, signed D. D. Gillikin, GS-12, Disposal Officer of 14 Aug 00 (Bates no. 82)
- 11 11 Draft letter from William Arterburn to Ken Browning of 10/9/00 (Bates no. 91)
- 12 12 Draft letter from Ron Philemonoff to Ken Browning of 10/9/00 (Bates no. 90)
- 13 13 Letter from Ron Philemonoff to Ken Browning of 10/9/00 (Bates no. 92)
- 14 14 Letter from Ron Philemonoff to Ken Browning of 10/9/00 (Bates no. 93)
- 15 15 Letter from Ron Philemonoff to Ken Browning of 10/10/00 (Bates no. 94)
- 16 16 Letter from William N. Arterburn to Ken Browning of 10/16/00 (Bates no. 146)
- 17 17 E-mail from Ken Browning to Ron Philemonoff, Brian Ashton, and Jim Jobkar of 10/19/00 (Bates no. 148)
- 18 18 E-mail from "Leonard" [LEONARD@HQ.NAVSEA.NAVY.MIL] to Brian Ashton of 10/19/00 (Bates no. 147)
- 19 19 Letter from Ron Philemonoff to Ken Browning of 10/20/00 (Bates no. 150)
- 20 20 Letter from William Arterburn to Ken Browning of 10/20/00 (Bates no. 149)
- 21 21 Letter of Understanding Between TDX Corporation and Marisco, Ltd. of 10/24/00 (Bates no. 151)
- 22 22 Letter from Kevin Kennedy to Ken Browning of 11/2/00 (Bates no. 158)
- 23 23 Letter from Jim Jobkar to Whom It May Concern of 11/6/00 (Bates no. 160)
- 24 24 Draft Fact Sheet, Transfer of Surplus Drydock "Competent," December 2000 (Bates nos. 1544-1546)
- 25 25 Letter from Fred Anawati to Kevin Kennedy of 1/18/01 (Bates no. 177)

- 1 26 Letter from Dale Sause to Fred Anawati of 1/18/01 (Bates no. 176)
- 2 27 Letter from Ron Philemonoff to Ken Browning of 1/18/01 (Bates nos. 178-179, 176-
3 177 and 181)
- 4 28 Memorandum from Jim Jobkar to Joe Hvorecky of 1/19/01 (Bates no. 187)
- 5 29 Letter from Ron Philemonoff to Ken Browning of 1/19/01 (Bates nos. 183-184, and
6 176-177)
- 7 30 Vessel Conditional Transfer Document for "AFDM 6, Ex-Competent" of January 19,
8 2001 (Bates nos. 188-191)
- 9 31 Department of General Services, Distribution Document to BSE, No. 25609, of
10 02/14/2001
- 11 32 Letter from William Arterburn to Susan Roggenkamp of 2/27/01 (Bates nos. 199-200)
- 12 33 E-mails between Janet Johnson, Ken Browning, Jon DeVore, Deidre Huber, Jim
13 Jobkar, Margie Vandor, Patrick Lamb, Peggy Lowndes, Kenneth Dodds, Susan
14 Roggenkamp, Bill Arterburn, Elary Gromoff, and James Parker of 2/23/01 - 2/27/01
15 (Bates nos. 196-198)
- 16 34 E-mail from Kenneth Dodds to Ken Browning, Deidre Huber, Jim Jobkar, Marjorie
17 Vandor, Patrick Lamb, Peggy Lowndes, Jon DeVore, Janet Johnson, Susan
18 Roggenkamp, Joe Hvorecky, and Leonard Loewentritt of 3/1/01
- 19 35 Letter from Susan E. Roggenkamp to Joseph M. Hvorecky of 3/20/01 (Bates no. 1556)
- 20 36 E-mails from Joseph Hvorecky to Rafael Bernadino, David Robbins, Deidre Huber
21 transmitting letter from Susan Roggenkamp to Joseph Hvorecky, James Parker, William
22 Fisher, David Robbins, Jon DeVore, Kenneth Dodds of 3/21/01
- 23 37 Transfer Order Surplus Personal Property, Order No. 02-1-0002-02, dated 3/22/01
24 (Bates no. 203)
- 25 38 Letter from Ron Philemonoff to Director, NAVSEA Inactive Ships of 3/30/01 (Bates
26 no. 209)
- 27 39 Memorandum from Ken Ginoza to Ron Philemonoff of 4/5/01 (Bates no. 210)
- 28 40 Requisition and Invoice/Shipping Document from Director NAVSEA Ships On Site
Maintenance Office to State of Alaska, Tanadgusix Corporation of 4/5/01 (Bates no.
213)
- 41 Letter from Ron Philemonoff to Ken Ginoza of 4/6/01 (Bates no. 212)
- 42 Fax Cover Sheet from Ron Philemonoff to Ken Ginoza of 4/6/01 (Bates no. 211)
- 43 E-mail from Bob Dewitz to Jim Jobkar (forwarded to Kevin Kennedy) of
5/2/01 (Bates nos. 362-364)
- 44 Letter from W. F. Clifford to Honorable Neil Abercrombie of 5/4/01 (Bates nos. 371-
372)
- 45 Letter from W. F. Clifford to Honorable Daniel K. Inouye of 5/4/01 (Bates nos. 365-
366)
- 46 Letter from W. F. Clifford to Honorable Ted Stevens of 5/4/01 (Bates nos. 369-370)

- 1 47 Letter from W. F. Clifford to Honorable Don Young of 5/4/01 (Bates nos. 387-368)
- 2 48 Letter from Ron Philemonoff to Jim Jobkar of 5/5/01 (Bates nos. 378-380)
- 3 49 Letter from W. F. Clifford to William R. Barton of 5/7/01 (Bates nos. 385-386)
- 4 50 Letter from W. F. Clifford to Ron Philemonoff of 5/7/01 (Bates nos. 390-391)
- 5 51 Letter from W. F. Clifford to Martin S. Poon of 5/7/01 (Bates nos. 381-382)
- 6 52 Letter from W. F. Clifford to Liza Shovar of 5/7/01 (Bates nos. 383-384)
- 7 53 Letter from Jon M. DeVore to William N. Arterburn of 5/14/01
- 8 54 Letter from William N. Arterburn to Janet Johnson of 5/25/01 (Bates no. 417)
- 9 55 Bering Sea Eccotech, Inc. 8(a) Business Plan, May 25, 2001
- 10 56 Bering Sea Eccotech, Inc., Transition Plan, 2001 Program Year
- 11 57 Letter from Janet Johnson to William N. Arterburn, Bering Sea Eccotech, Inc. of
12 6/14/01 (Bates nos. 432-434)
- 13 58 Letter from Janet Johnson to William N. Arterburn, Bering Sea Eccotech, Inc. of
14 6/14/01 (Bates nos. 430-431)
- 15 59 Letter from James A. Williams to Honorable Daniel K. Inouye of 6/28/01
(Bates nos. 515-516)
- 16 60 Department of General Services, Distribution Document to TDX Power, No. 25799,
(unsigned) dated 07/05/2001
- 17 61 Contractor Performance Report, Contractor Name - Marisco, Ltd, Contract Number -
18 DTTCG8501C625196 of 7/16/01
- 19 62 Letter from Ron Philemonoff to Jim Jobkar of 7/20/01 (Bates nos. 555-558)
- 20 63 Letter from Fred Anawati to Ron Philemonoff of 7/20/01 (Bates nos. 527-528, and
21 534)
- 22 64 Letter from Fred Anawati to Ron Philemonoff of 7/20/01 (Bates no. 529)
- 23 65 Letter from Daniel Inouye to W. F. Clifford of 7/23/01 (Bates no. 563)
- 24 66 Letter from Ken Browning to Joe Hvorecky of 9/20/01 (Bates no. 609)
- 25 67 Letter from Joseph Hvorecky to Jim Jobkar of 9/27/01 (Bates nos. 611-612)
- 26 68 Letter from Deidre Huber to Jim Jobkar of 10/10/01 (Bates no. 656)
- 27 69 Letter from John C. Porter to Fred Anawati, Marisco, Ltd. of 10/12/01 (Bates no. 676)
- 28 70 Martha Dorris, Deputy Director, GSA, *GSA Policy Toward Native American and
Alaska Tribes*, 10/17/01
- 71 Letter from Thomas Schlosser to Diedre Huber and Jim Jobkar of 10/19/01 (Bates
nos. 691-766)
- 72 Letter from Robert Armstrong to Fred Anawati of 10/25/01 (Bates no.787)
- 73 Letter from Douglas Won to Fred Anawati of 10/25/01 (Bates no.785)

- 1 74 Mike Doyle, Limited, Report No. 14050 DD, October 25, 2001, Suitability of Tow
2 Survey of the AFDM 7 Dry Dock (Bates no.786)
- 3 75 Letter from Jeffrey H. Case to Fred Anawati of 10/29/01 (Bates no.790)
- 4 76 Memorandum from Nick Goodman to Ron Philemonoff of 10/31/01 (Bates nos. 805-
807)
- 5 77 E-mails between CJ Zane, Tom Albert, Ron Philemonoff, Mark Hickey, Nick
6 Goodman, Bruce Levy of 10/31/01 (Bates no. 809)
- 7 78 E-mail from Thomas Nugent to David Robbins, Deidre Huber, Sharon Chen, and
8 Denise Thomas of 10/31/01
- 9 79 BSE-Marisco Business Plan Proposal, 11/1/01 (Bates nos. 817-821)
- 10 80 Ex-Competent Dry Dock Apprenticeship & Employment Program, 11/01 (Bates nos.
306-310)
- 11 81 State of Alaska Statement to TDX Power of 11/2/01 (Bates no. 867)
- 12 82 Letter from Thomas Schlosser to Sharon Chen of 11/2/01 (Bates no. 863-866)
- 13 83 Fax from Susan Pacillo to Tiny of 11/8/01 (Bates nos. 1628-1630)
- 14 84 Letter from Ron Philemonoff to Dimitri Philemonoff of 11/9/01 (Bates no. 893)
- 15 85 Letter from Kevin Kennedy to Craig Kuraoka of 11/16/01 (Bates no. 914)
- 16 86 Invoice from Susan Pacillo to TDX for the period 10/15-11/15/01 (Bates no. 1637)
- 17 87 Letter from Thomas Schlosser to Leonard Loewentritt of 12/6/01
- 18 88 Letter from Jim Jobkar to Janet Johnson of 12/17/01 (Bates no. 1070)
- 19 89 Letter from William Arterburn to Janet Johnson of 12/17/01 (Bates nos. 1068-1069)
- 20 90 Letter from Susan Pacillo to Ron Philemonoff of 12/18/01 (Bates no. 2094)
- 21 91 Statement of Needs, Tribal Government of St. Paul for FY 2002
- 22 92 Letter from Sharon J. Chen to Thomas P. Schlosser of 1/02/02 (Bates
nos. 1136-1137)
- 23 93 Interim Agreement Between Tanadgusix Corporation and Marisco, Ltd. of 1/2/02
(Bates nos. 1143-1145a)
- 24 94 Letter from Ron Philemonoff to Jim Jobkar of 1/2/02 (Bates no. 1146)
- 25 95 Letter from Jim Jobkar to Ron Philemonoff of 1/3/02 (Bates no. 1180)
- 26 96 Letter from Ron Philemonoff to Fred Anawati of 1/5/02 (Bates no. 1220)
- 27 97 Letter from Thomas Schlosser to Leonard Loewentritt of 1/7/02
- 28 98 Letter from Laurence Harrington to Thomas Schlosser of 1/8/02
- 99 Letter from Steven M. Alderton to Custodian of Records, Tanadgusix Corporation of
1/9/02 with Subpoena Duces Tecum from General Services Administration to
Tanadgusix Corporation of 1/9/02 (Bates nos. 1242-1247)

- 1 100 Letter from Steven M. Alderton to Custodian of Records, Marisco, Ltd. of 1/9/02 with
2 Subpoena Duces Tecum From General Services Administration to Marisco, Ltd. of
3 1/9/02 (Bates nos. 2193-2195)
- 4 101 Letter from Sharon Chen to Thomas Schlosser of 1/9/02
- 5 102 E-mail from Tom Schlosser to Sharon Chen of 1/9/02
- 6 103 TDX Recruitment Announcement, Phase One, Competent Marine Services
7 Apprenticeship & Employment Program in Honolulu, Hawaii, 1/10/02
- 8 104 Invoice from Susan Pacillo to TDX of 1/15/02 (Bates no. 2391)
- 9 105 Letter from Joseph M. Hvorecky to Jim Jobkar of 1/22/02 (Bates no. 2220)
- 10 106 Letter from Ron Philemonoff to Fred Anawati of 1/22/02 (Bates no. 1253)
- 11 107 Brian Gawley, *Port Angeles: Agency will support Jamestown tribe effort for Hawaii
12 dry dock*, Peninsula Daily News, Feb. 12, 2002 (Bates no. 2328)
- 13 108 Letter from Susan Pacillo to Ron Philemonoff of 2/18/02 (Bates nos. 2386-2387)
- 14 109 Invoice from Susan Pacillo to TDX, Inc. of 2/19/02 (Bates no. 2390)
- 15 110 Letter from Bill Clifford to Shareholders of Tanadgusix Corporation of 2/20/02 (date is
16 fax date) (Bates nos. 2393-2394)
- 17 111 E-mails between Kay Bills, Tom Harris, and Ron Philemonoff of 2/20/02
18 (Bates no. 2392)
- 19 112 Letter from Iris L. Gray, Alaska Native Medical Center to Whom It May Concern of
20 2/21/02 (Bates no. 2395)
- 21 113 St. Francis Medical Center Detail Bill for James Fratis, c/o Marisco, Ltd. for 2/21/02
22 (Bates no. 2396)
- 23 114 Statement from Jordan S. Popper, MD to James Fratis, c/o Marisco, Ltd of 2/28/02
24 (Bates no. 2397)
- 25 115 E-mail from Tom Schlosser to Jeffrey Cohen, Ron Philemonoff, Bill Arterburn, Kevin
26 Kennedy, William Tam and CJ Zane of 2/25/02
- 27 116 Global Security.org Article, *Apra Harbor*, 3/18/02
- 28 117 Letter from Joseph M. Hvorecky to Ron Philemonoff of 3/21/02
(Bates nos. 2688-2689)
- 118 Letter from Daniel R. Levinson to Thomas Schlosser of 4/2/02
- 119 Letter from Steven M. Alderton to Custodian of Records, Tanadgusix Corporation of
4/23/02 forwarding Subpoena Duces Tecum from General Services Administration to
Tanadgusix Corporation of 4/23/02 (Bates nos. 3060-3066)
- 120 E-mail from Thomas Schlosser to Jeffrey Cohen, Sharon Haensly, and Ron Philemonoff
of 4/26/02
- 121 Letter from Thomas Schlosser to Susan Ullman of 5/3/02
- 122 E-mail from Thomas Schlosser to Jeffrey Cohen, Susan Ullman, Sharon Chen, Steven
Alderton, Sharon Haensly, and Ron Philemonoff of 5/9/02

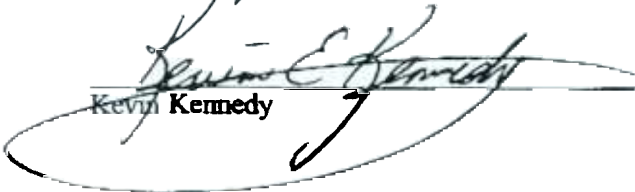
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123 *Pacific Shipyards Int'l, LLC v. Tanadgusix Corp.*, No. 02-00088, (D. Haw. May 31, 2002)

124 E-mail from David Wright to Thomas Schlosser of 6/4/02

I declare under penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct.

EXECUTED this 26 day of June, 2002, at St Paul Is., Alaska.


Kevin Kennedy

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DECLARATION OF KEVIN KENNEDY - 12