



From Nooksack Tribal Council, November 1, 2024

Contact: Nooksack Press Office, 564.243.0537 or news@nooksack-nsn.gov

Nooksack Indian Tribe Statement on Counterproposal

Recently the Nooksack Tribe made a settlement offer to those facing eviction, giving them another two and a half months before vacating Nooksack housing. Michelle Roberts, representing the seven facing eviction, made a counterproposal.

Ms. Roberts threatens that if she and those occupying Nooksack housing are not allowed to remain in Nooksack housing until they die or move, they will continue to use the press and “court of public opinion” to harass the Nooksack Tribe. She also threatens to continue to use the courts and the two volunteer rapporteurs to attack the Nooksack people and tribal sovereignty.

The answer is no.

The safety of people and staff is the primary concern for the Nooksack Council and has been for some time. Council is concerned that harm will come to neighbors, and that Nooksack staff, including law enforcement, will be doxxed or harassed for simply doing their job. Law enforcement officers should not have their careers harmed because seven people refuse to peaceably vacate these homes and move into their new homes. A look at their attorney’s, Gabe Galanda, Twitter feed shows that Tribal law enforcement and staff have been publicly exposed and had their names and images broadly shared for serving eviction papers, or for simply doing their jobs in court.

Background on Disenrollment

Eight years ago, in 2016, the Nooksack Tribe disenrolled approximately 270 people who call themselves the ‘306’, and who would not or could not show that they qualify for enrollment through descendency. It’s not unusual for a sovereign nation to have, as one of several paths to citizenship, descendency from a proven citizen. For full transparency and context, [our constitution is here](#). At any time, those who were disenrolled were free, even encouraged, to present their documents *to the enrollment office* to prove descendency and thus, be enrolled as citizens. Council does not review enrollment documents; the enrollment office does that.

The quotes that Ms. Roberts used in her counterproposal were not in our letter and are not conditions of moving. Those quotes are from the legal writ. We understand that those being evicted will continue to disagree. All we ask, as clearly stated in our settlement proposal, is this:

1. Tenants would agree in writing to **vacate no later than December 31, 2024**,
2. Tenants would agree to **leave the premises in satisfactory condition**, excepting normal wear and tear,
3. Tenants would agree to **remove all personal belongings** from the premises, and
4. Tenants would agree to **become current with all debts** owed to the Tribe by that date.

Nooksack follows a constitution, laws, and rules that were established by the Nooksack people. We cannot violate our constitution, laws, or rules. We simply want those who were served eviction notices from Nooksack housing over three years ago, to leave peacefully and without causing harm.

Background on Evictions and Housing Options

Again, all we ask is that the seven facing evictions leave our housing peaceably. As previously stated, our housing policies require that leaseholders be Nooksack citizens. HUD policies require that they be low-income. They are neither (see below.) Nooksack housing manages just 111 units and has a waiting list of over 200, 15 of whom are elders. Several of those on our waiting list are unhoused. The homes are needed for qualified Nooksack citizens. The evictions have been upheld by multiple courts. As early as 2016 those facing eviction were aware they no longer qualified to live in Nooksack housing. Eviction notices were served in 2020 and 2021.

Multiple courts have upheld the evictions.

We are aware that winter is coming: there are Nooksack citizens, including elders, who are unhoused and the seven units are desperately needed by people who don't have new homes to move into. Ms. Roberts is a councilmember at the Shxw̓ha:y Band in British Columbia and the band recently purchased twenty homes near Nooksack, in the United States. These homes have new and efficient heat pumps, and those moving will very soon have brand new warm homes, while Nooksack elders and other Nooksack citizens remain unhoused. The location of these newly built homes is just a 15 minute drive from Nooksack housing. Images of the new homes are on the Whatcom Assessor website and neighboring homes can be [easily found on realtor sites](#).

We agree that the Nooksack LIHTC homes are past due for conveyance. However, because Ms. Roberts attorney has litigated against the Washington State Housing Finance Commission, the WSFC has suspended conveyances. In other words, **the disenrollees, not the Tribe, are blocking the conveyances from happening**. Nooksack looks forward to conveying these homes to qualified Nooksack Tribal citizens as soon as possible.

Previous Threats to Nooksack

As stated, safety of people and staff is the primary concern of the Nooksack Council. Ms. Roberts said she is hopeful to meet face-to-face with our Tribal Council, however, the past has shown us that this is not a safe environment for our leadership.

- In an [October 15, 2000 LA Times article](#), it is noted that the Rabang family threatened the Nooksack Tribe's Enrollment Department after an internal audit was provided to Nooksack Tribal Council proving the Rabangs were not Nooksacks.

When Roberts was on the Tribal Council in 1996, an enrollment audit intended to prove the Rabangs were not Nooksacks was dropped when more than 100 angry Rabangs confronted the council, she said.

"They threatened the enrollment committee," Roberts said, adding that after the confrontation, the audit "just went down the drain."

- More than 20 members of this group have been so brazen to even harass, threaten and attempt to intimidate Elections Staff in the past, including documented information that caused Elections Staff to never be alone in their Office on the recommendation of Nooksack Tribal Police Department.
- In a [King 5 Seattle interview](#) published on February 9, 2022, Robert Rabang said that they would not leave their homes peacefully. **"That's where we're all going to have to stand up. We're not moving. I don't know what we have to do. You know. It's going to get ugly if they do that."**
- In a 2022 ABC news interview, Robert Rabang said: **"It could get really ugly because I'm not leaving here"**. The reporter went on to say, "Robert will [likely move to Canada where he already has a home.](#)"

Ms. Roberts and others who were disenrolled from Nooksack are enrolled at Shxwha:y in British Columbia, and are now elected leaders and/or staff at Shxwha:y.

Throughout all of this, Ms. Roberts and the '306' became members of the Shxwha:y Band in British Columbia. There are [now 403 members of the Band](#). Just in the past few years [significant monies have moved into the Band](#) from the British Columbia government. Ms. Roberts is on the council and is the only contact for the recently formed 'Land Commission'. They have a band that they are now members of and they now receive money, homes, jobs, and other resources from that band. They are not Nooksack, and we urge them to leave the Nooksack people in peace.

From the Whatcom County Assessor's website:

Whatcom County Assessor & Treasurer

Property Search

Plat Search

Sales Search

Map Search

Property Search Results > 1 - 20 of 20 for Year 2023 - 2024

New Search

Click the "Details" or "Map" link to view more information about the property or click the checkbox next to each property and click "View Selected on Map" to view the properties on a single map.

Property Address

Legal Description

<input type="checkbox"/>	Property ID	Parcel # / Geo ID	Type	Tax Area	Property Address	Owner Name	Appraised Value		
<input type="checkbox"/>	191206	4004293125740000	Real	0630 - NOOKSACK 506 L F1 C9	101 BRENTWOOD DR NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191207	4004293105700000	Real	0630 - NOOKSACK 506 L F1 C9	1019 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191208	4004293085630000	Real	0630 - NOOKSACK 506 L F1 C9	1017 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191209	4004293075560000	Real	0630 - NOOKSACK 506 L F1 C9	1013 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191210	4004293075470000	Real	0630 - NOOKSACK 506 L F1 C9	1009 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191211	4004293075400000	Real	0630 - NOOKSACK 506 L F1 C9	1005 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191212	4004293075330000	Real	0630 - NOOKSACK 506 L F1 C9	1003 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
<input type="checkbox"/>	191213	4004293075260000	Real	0630 - NOOKSACK 506 L F1 C9	1001 CRIMSON CT NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
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<input type="checkbox"/>	191221	4004293475580000	Real	0630 - NOOKSACK 506 L F1 C9	210 BRENTWOOD DR NOOKSACK, WA	SHXWHA:Y ECONOMIC DEVELOPMENT CORPORATION	\$137,888	View Details	View Map
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There has been repeated misinformation about per capita payments within Nooksack Tribe

In many interviews it is implied that the Nooksack people have disenrolled this family for financial gain. We want to be very clear that *Nooksack is not a per capita tribe*. Our people do not receive per capita payments and there are no plans for that to change in the near future.

- [Converge Media Presents: Nooksack 306](#), produced by Ike Everard and Michelle Roberts
 - Gabe Galanda: "... if you're a tribe of 2,000 and you're getting \$500 a month in per cap, as it's called, and a politician says, "Well let's get rid of a thousand of our relatives, I will promise the remaining one thousand [people] \$1,000 a month" that politician then carries out his or her wishes and has the support of the remaining thousand to do that now to finish the job these politicians are trying to take away from my folks
 - "They can't get rid of us" - Michael "Joey" Faulks
- Converge Media: [Nooksack Tribal Disenrollment | Gabe Galanda - Indigenous Rights Lawyer](#)
 - Gabe Galanda:

There has been repeated misinformation about involvement of the United Nations in evictions

Two volunteer 'Rapporteurs' associated with the United Nations claimed they investigated and published a report. Instead, they published a press release and several Tweets. Nooksack was never contacted by the volunteers and never received a copy of the report. No report was published on their website. Since there was no investigation, we assume that no report exists. In any case, it's false to say that the United Nations has weighed in on the evictions of seven individuals.

There has been repeated misinformation about 'rent-to-own' homes

Nooksack housing is not rent-to-own. These are Low Income Housing Tax Credit (LIHTC) homes. They were available to convey to qualified residents. Those facing eviction never qualified. This is Nooksack housing, one of the requirements is the owner be a Nooksack citizen.

There has been repeated misinformation about statements from the Department of Interior

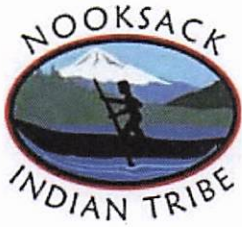
In 2022 Nooksack allowed the Bureau of Indian Affairs to investigate the many allegations from those facing eviction. They investigated, rejected the claims that there were violations under the Indian Civil Rights Act, and concluded:

“In summary...it appears that (Nooksack Indian Housing Authority) has complied with the rental agreements and NIHA procedures, as they relate to the eviction process.” The letter also states those facing eviction “lack tribal citizenship.”

We urge anyone hearing from those facing evictions, or their attorney, review [the letter from the Bureau of Indian Affairs](#). It clarifies that these were rental agreements, there is no civil rights violation, Nooksack has and is following Policy and Procedures.

Those facing eviction have not been honest about their housing qualifications

Under the rental housing program rules, the head of household must be eligible and must recertify under oath every year that they are low-income, enrolled with a federal tribe, and that this is their full-time primary residence. Certifying qualification as low-income is a HUD requirement. Most of those facing eviction do not qualify under any of the requirements: they are not low-income (for instance, one individual certifies their income as approximately \$95,000/yr) they are not enrolled with a federally recognized tribe, and they have other homes nearby or in Canada. Simply put: *they do not qualify for housing at Nooksack.*



Nooksack Indian Tribe Office of Tribal Attorney

October 17, 2024

Michelle Roberts

**VIA CERTIFIED FIRST CLASS MAIL, RETURN
RECEIPT REQUESTED AND ELECTRONIC
MAIL**

Re: Nooksack Indian Housing Authority v. Michelle Roberts, Michael Rabang and
Francisco Rabang, 2024-CI-APL-001 and

Nooksack Indian Housing Authority v. Saturnino Javier, Olive Oshiro, Norma Aldredge, and
Alex Nicol-Mills, 2024-CI-APL-002

Dear Ms. Roberts:

On behalf of the Nooksack Indian Housing Authority (NIHA), I have the authority to extend an offer to settle the above-captioned appeals. NIHA is prepared to agree to extend the writs of eviction in all of the above cases until December 31, 2024 in exchange for your clients' agreement to vacate Tribal housing voluntarily by that date.

As you may know, under the Nooksack Tribal Code (NTC), the Nooksack Tribal Court must issue a writ of restitution (eviction) with an eviction date no later than fourteen (14) days after entry of the writ unless the parties agree to extend the date. I enclose a copy of NTC 45.02.070 so that you may verify that statement. Therefore, unless the parties can agree to extend the eviction date, the Tribal Court will have no discretion other than to order eviction no later than 14 days after issuance of the writ, which we anticipate within the next few weeks.


NIHA is willing to agree to extend the service of the writs until December 31, 2024 under the terms and conditions stated in the attached proposed writs. Under those terms, (1) the tenants would agree ***in writing*** to vacate no later than December 31, 2024; (2) they would agree to leave the premises in satisfactory condition, excepting normal wear and tear; (3) they would agree to remove all personal belongings from the premises; and (4) they would agree to become current with all debts owed to the Tribe by that date.

Furthermore, this offer is a joint offer only. ***All tenants whom you represent must agree to these terms or the offer will be deemed not accepted. Finally, the offer must be accepted and the proposed writs must be executed and received by my office no later than 5 p.m. on October 31, 2024 or the offer will be deemed not accepted. In that event, NIHA will ask the Tribal Court to issue writs of restitution in accordance with NTC § 45.02.070.***

Because the Nooksack Court of Appeals has continued the appeal in *NIHA v. Olive Oshiro*, if your clients accept the settlement offer, it will also be necessary to file a joint motion in that case to dismiss the appeal and remand to the Nooksack Tribal Court for issuance of the extended writ. Concurrence in that joint motion is also a condition of this settlement offer. I enclose the joint motion for your review and signature. This must also be received by my office by 5.p.m. on October 31, 2024 for the offer to be accepted.

I am happy to discuss any questions you may have or the need for any additional information in order to respond to this offer. I look forward to hearing from you by October 31, 2024.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles N. Hurt, Jr.", followed by a small horizontal line.

Charles N. Hurt, Jr.
Senior Tribal Attorney

Enc.

cc: Heidi Davis, General Manager (w/enc.)
Malori Klushkan, Housing Director, NIHA (w/enc.)
Francisco Sanchez, Chief, Nooksack Police Department (w/enc.)

October 22, 2024

Dear Charles Hurt:

We are saddened that Nooksack has been embroiled in disenrollments, housing evictions, and other human rights violations for twelve years. We want the suffering at Nooksack to end. We want Nooksack to heal and move forward. We want Nooksack to rebuild, and create new opportunities for community members like all of the other Tribes in our area over the last twelve years. This controversy has set back Nooksack for a generation, but we can now take steps together to move the Tribe forward again. This is our counterproposal for settlement and peace at Nooksack.

We have lived in our homes for decades. Liz's mom Olive moved into her home in 1999 and lived there until she walked on earlier this year. Many of us moved into our homes between 2005 and 2007. We have raised families in our homes. Our Elders retired in their homes and hope to spend their remaining years resting and spending time and creating memories with their families. Children and grandchildren are now living in our homes. We are proud of our homes. We have paid our rent and kept them in good condition. We have not done illegal things with our homes or broken the rent-to-own rules at Nooksack. We do not deserve to be evicted. We especially do not deserve to have our families and Elders' homes taken by armed Nooksack police officers.

Please understand that several of our families cannot move away from their LIHTC homes. They physically cannot move. They mentally cannot orchestrate a move. My dad is senile. I am able to take care of him because I live a few doors down from him. My husband is in a wheelchair. My aunts and uncles are in their late 70s and early 80s. They are helping raise and take care of grandbabies. Our families and Elders cannot just pick up and move, especially over the upcoming holidays and cold winter season. Nor should we have to. We are owed deeds to our homes. We should have received deeds in 2020, after our seven homes were in Nooksack's LIHTC program for 15 years. 78 other Nooksack rent-to-own units are also past due for conveyance.

As a condition of staying in our homes for the next two months, you demand we admit we violated a "condition or covenant of the lease or agreement under which the property is held," which we have not done. You demand we admit we are not "Native Family," which is untrue. You demand we admit to being "guilty of . . . hav[ing] continued to unlawfully occupy the residence," which we are not guilty of. We did not break any rules or be anybody other than who we have always been: Nooksack. What happened is the prior Nooksack Councils changed the rules. They changed the Tribal constitution, enrollment laws, housing policies, court codes, etc., while firing judges, barring lawyers, and overthrowing the courts—all to accomplish our family's disenrollment and exile. We aren't the rulebreakers. We aren't the ones who violated "conditions" and "covenants."

The current Tribal Chair and Council inherited this terrible situation, but they do not need to continue it. We propose peace and reconciliation. We propose to the new Tribal Council that we no longer fight about who is Nooksack, who owns our homes, or who changed or broke the rules.

Our settlement counterproposal is this:

1. We will live in our homes until we pass on or move away, at which time they will automatically go to the Tribe. The Tribe can have the homes then, without any dispute from our families or heirs.
2. We will not admit the false things you demand in your letter but we will agree to dismiss all cases and appeals, including the pending seven tribal court cases or appeals and all other cases and grievances that right now are slated to continue into at least 2025.
3. We will also agree to no longer pursue justice for our disenrollments, evictions, and human rights violations before the United Nations or in the court of public opinion. We would be open to a joint statement from our family and the Tribal Council about how we have resolved our dispute so that Nooksack can begin to heal, move forward, and rebuild.
4. We will help urge the federal government to provide monetary support for Nooksack land acquisition and low-income housing development. We have already discussed this possibility with the BIA and Washington Delegation. There is a “win-win” to be had.

Please discuss our settlement counterproposal with the Tribal Council and respond to us before October 31st, as your lawyer ethics require. You are welcome to call me to discuss things.

We would also like to meet with the Tribal Council for settlement discussions before you respond. Maybe a mediator could facilitate the discussions. Over the last twelve years, our family and the Tribal Councils have never had a chance to sit down together and discuss our disagreements. Our leaders and families sit together in the Smokehouse, but have not been able to sit together through political channels. We remain hopeful that if we can meet with each other face to face, we can reach a settlement and peace agreement. We know something good can happen for all of Nooksack.

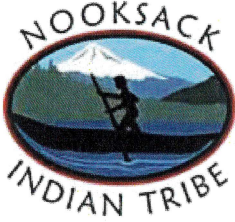
Please also let us know if the Council is willing to meet with us before or after October 31st.

Thank you for your consideration.

Very truly yours,

Michelle Roberts

Michelle Roberts



Nooksack Indian Tribe Office of Tribal Attorney

November 1, 2024

Michelle Roberts

**VIA CERTIFIED FIRST CLASS MAIL, RETURN
RECEIPT REQUESTED AND ELECTRONIC
MAIL**

Re: Nooksack Indian Housing Authority v. Michelle Roberts, Michael Rabang and
Francisco Rabang, 2024-CI-APL-001 and

Nooksack Indian Housing Authority v. Saturnino Javier, Olive Oshiro, Norma Aldredge, and
Alex Nicol-Mills, 2024-CI-APL-002

Dear Ms. Roberts:

As you know, I wrote you on October 17, 2024 with an offer to resolve the above-listed cases in which the Nooksack Indian Housing Authority would agree to extend the writs of eviction until December 31, 2024 in exchange for your clients' agreement to vacate Tribal housing voluntarily by that date. I was authorized to hold open that offer until October 31, 2024 at 5 pm.

On October 22, 2024, you rejected our settlement offer and counteroffered by continuing to distort the record, to malign the Tribe, and to deny the facts. Your counteroffer was for you and your clients to be allowed to reside in Nooksack housing for the rest of your lives, in effect, demanding a life estate from the Tribe, something it does not offer even to enrolled Nooksack Tribal members. You and your clients have denied hundreds of qualified Nooksack Tribal members of the housing they have deserved for the past eight years while you employed delaying tactics to remain in housing for which you are not qualified. Your counteroffer would continue to deny Tribal members of housing for years to come. Your counteroffer is completely unacceptable, and we consider our settlement offer to have been rejected. I am therefore instructed to proceed with the evictions through the court process.

I am happy to discuss any questions you may have or if you need additional information about the Tribe's position.

Sincerely,

Charles N. Hurt, Jr.

Senior Tribal Attorney

cc: Heidi Davis, General Manager
Malori Klushkan, Housing Director, NIHA
Francisco Sanchez, Chief, Nooksack Police Department