

EMAIL #36

From: lkogan@koganlawgroup.com

Sent: Friday, April 1, 2016 6:47 AM

To: Thomas Mallams; Brent Cheyne; Grant Knoll

Cc: erin.ryan@mail.house.gov; Dennis Linthicum; joe@klamathswcd.org

Tom,

Thank you.

This is how Reclamation will take control of the Link River Dam and combine it with its reestablishment of control over the headgates to the Klamath Project once it reassumes control over the Klamath Irrigation District transferred works. It can accomplish this once Brent signs the new adherence BOR C Flume financing contract.

The C Flume financing contract, as I have exhaustively explained, will enable the BOR to easily find the KID in a payment or performance default without the cushion of the "cure" provision contained in the 1954 contract. Upon a default, the BOR Contracting Officer - Klamath Falls Office Manager - likely, Therese Bradford - possesses the discretion to suspend water deliveries to the KID transferred works and to take-back control over ALL such works. KID counsel Nathan Reitmann has intentionally deceived or incompetently (due to his short legal practice experience) deceived you into believing it can all be worked out. My 30 years of law, policy and business experience informs me otherwise.

Brent and Grant, by signing the C Flume financing contract you will enable Reclamation to place KID in a situation of default where, under that 'as-is' contract, they will suspend water deliveries to the KID transferred works and take-back KID's transferred works.

In my professional opinion, based on what has occurred and how he has acted, KID attorney, Nathan Reitmann, effectively works for the other team (BOR). Consequently, your failure to have me in the room yesterday with Moss Driscoll, a lawyer representing the BOR, after we had choreographed what we were going to say, and your failure to distribute the copies of the carefully written documents I prepared to explain the KID Board's positions to the District members (which you were apparently warned not to bring to the Board's special meeting), has placed the District and District members' interests in great jeopardy.

The KID is in a rather serious situation at this point, as the newest "confidential" documents (attached) from the BOR and other federal agencies indicates.

You need to terminate Reitmann and permit me to do my job if you want the District to have a fighting chance at coming out of this positively.

I will be working on other clients' urgent matters for the next few days which will permit you time to carefully think this over.

Your next decision needs to be the right decision.

Sincerely,

Larry

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----- Original Message -----

Subject: Fwd: docs

From: "Thomas Mallams" <tmbrokenboxranch@gmail.com>

Date: 3/31/16 9:59 pm

To: lkogan@koganlawgroup.com, "Brent Cheyne" <mountlakifarmsra@aol.com>, "Grant Knoll" <amberknoll@msn.com>

----- Forwarded message -----

From: "Tom Mallams" <tmallams@klamathcounty.org>

Date: Mar 31, 2016 6:49 PM

Subject: docs

To: "tmbrokenboxranch@gmail.com" <tmbrokenboxranch@gmail.com>

Cc:

Tom Mallams

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Klamath County Commissioner

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