

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

WELLS FARGO BANK, N.A.,
As Trustee,

Plaintiff,

Case No. 10-C-1039

v.

SOKAOGON CHIPPEWA COMMUNITY
(MOLE LAKE BAND OF LAKE SUPERIOR
CHIPPEWA INDIANS) AND SOKAOGON
GAMING ENTERPRISE CORPORATION,

Defendants.

ORDER FOR ENTRY OF FINAL JUDGMENT

For good cause shown, the Court accepts the stipulation and terms agreed to by the parties and enters the following Order:

1. Wells Fargo Bank, N.A., acting as Trustee for the holders of over \$19 million in bonds issued pursuant to a Trust Indenture between Wells Fargo and the Sokaogon Chippewa Community (Mole Lake Band of Lake Superior Chippewa Indians) (individually “the Tribe”), brought this action for declaratory and other relief against the Tribe and Sokaogon Gaming Enterprise Corporation (individually “Sokaogon Gaming”), a wholly owned tribal entity that guaranteed the transaction. On April 15, 2011, the Court entered its decision and order denying Defendants’ motion to dismiss the Plaintiff’s complaint for, *inter alia*, lack of personal and/or subject matter jurisdiction and tribal immunity. In essence, the Court found in favor of the Plaintiff on Counts 1 and 2, which sought declarations that Defendants had waived tribal immunity and that

the Indenture the Tribe signed was not a management contract within the meaning of the Indian Gaming Rights Act (IGRA), 25 U.S.C. § 2711. The Court's decision effectively vitiated the defenses to Counts 4 (Breach of Indenture by the Tribe), 5 (Breach of Bonds by the Tribe), and 6 (Breach of Guaranty by Sokaogon Gaming) of Plaintiff's Complaint. Defendants believe the Court erred in its determination and wish to appeal the contested legal issues surrounding the Declaratory Judgment claims in Counts 1 and 2.

2. Defendants admit that they have failed to make timely payments under the Indenture, Bonds and the Guaranty as alleged in Plaintiff's Complaint in Counts 4, 5 and 6. Since the Court has ruled that these are legally binding documents, the Defendants currently owe Plaintiff the sum of \$20,326,625. Other claims remain, but either there is no need to address them based on the Court's previous ruling or, as to Count 7(right to possession of pledged collateral in the form of Casino revenues), there remain disputed issues of law and fact which will not need to be resolved in the event Defendants are successful on their appeal.

3. Finding that there is no just reason for delay, the Court hereby directs the Clerk to enter final judgment on Counts 4, 5, and 6 in favor of Plaintiff Wells Fargo and against Defendants jointly in the amount of \$20,326,625, so that Defendants may immediately appeal the final judgment and seek reversal of the District Court's adverse decision entered on April 15, 2011.

4. No statutory costs or attorneys' fees shall be allowed.

5. The remaining contested claims alleged in Plaintiff's Complaint, consisting of Counts 3, 7, 8, 9, 10, 11, 12, 13 and 14 are hereby stayed pending appeal pursuant to Rule 54(b).

6. Plaintiff shall be permitted to docket the judgment in counties where the Defendants own an interest in real property.

7. Plaintiff shall not execute on the Judgment or liens until Defendants have exhausted their appeal rights to the Seventh Circuit Court of Appeals and/or the U.S. Supreme Court.

8. The Defendants are not required to post a bond to pursue their appeal.

9. The Defendants agree to not transfer any of their currently owned fee land into trust during the pendency of any appeal without written approval or consent of Plaintiff. The Defendants may transfer other assets during the pendency of this appeal, as long as any transfers are made in the normal course of business.

10. The parties agree to engage in mediation on or before March 15, 2012 following the entry of final judgment and to make good faith efforts to resolve this controversy. To that end, the parties agree that they shall jointly request the Court of Appeals to order a stay of the briefing schedule during the mediation period to give the parties a chance to resolve this dispute without incurring additional attorneys fees or expenses that may not be necessary.

11. The Defendants shall to comply with the reporting obligations to Plaintiff under the contract documents at issue, unless a court finds those obligations null and void.

SO ORDERED this 3rd day of January, 2012.

s/ William C. Griesbach
William C. Griesbach
U.S. District Judge