

**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF FREMONT, STATE OF WYOMING**

NORTHERN ARAPAHO TRIBE, a federally-recognized Indian Tribe,

and

THE WIND RIVER HOTEL & CASINO, an enterprise wholly owned by and an arm of the Northern Arapaho Tribe,

Plaintiffs,

v.

BALDWIN, CROCKER & RUDD, P.C. and KELLY RUDD,

Defendants.

Case No. _____

VERIFIED COMPLAINT

COME NOW Plaintiffs, Northern Arapaho Tribe and The Wind River Hotel & Casino, by and through their undersigned counsel, and for causes of action against Defendants, the law firm of Baldwin, Crocker & Rudd, P.C. and Mr. Kelly Rudd, aver the following:

INTRODUCTION

1. Plaintiff Northern Arapaho Tribe is a federally-recognized Indian Tribe situated on the Wind River Indian Reservation located in the State of Wyoming and Plaintiff Wind River Hotel & Casino ("WRHC") is an economic arm of the Tribe wholly-owned by the Tribe (hereinafter, collectively the "Tribe"). Defendants are the Tribe's former counsel, the law firm Baldwin, Crocker & Rudd P.C. ("BCR") and its only partner, Kelly Rudd ("Rudd"). Both Rudd and BCR have documents, electronic records, work product, files, contracts, and other documentation and other information from their prior representation of the Tribe that are owned by the Tribe ("Tribal documents") and funds held in trust that belong to the Tribe ("Tribal funds").

2. Beginning on May 20, 2019, the Tribe has repeatedly and unequivocally instructed Defendants in writing to return all Tribal documents and Tribal funds. Yet Defendants have repeatedly and steadfastly refused. To date, Defendants have inexplicably refused to even produce their own current attorney contract(s) with the Tribe, while they cite to its provisions in their correspondence. To be clear, Defendants have produced a small fraction of the Tribal documents and some Tribal funds; but this incomplete production is not in compliance as required by their ethical obligations and fiduciary duties owed to the Tribe.

3. Additionally, Wyoming law makes unmistakably clear that client funds held by an attorney are trust funds and the attorney owes fiduciary duties to the client as beneficiary of the trust. Such duties include, but are not limited to, the duties to provide information, exercise care, and provide an accounting of all trust assets. The Tribe has repeatedly asked Defendants to provide all information regarding Tribal funds held in trust as well as a full and complete accounting of all Tribal funds ever held by Defendants. Defendants have refused to discharge these fiduciary responsibilities.

4. Furthermore, Defendants' actions continue to cause ongoing and irreparable harm to the Tribe because the Tribe's ability to protect its legal interests is dramatically undermined and hampered without complete access to their Tribal documents.

5. The Tribe brings this action to enforce their rights as a client who has terminated the services of BCR and seeks the return of all Tribal documents, Tribal funds, and an accounting of all Tribal funds ever held by Defendants.

JURISDICTION AND VENUE

6. This Court has general jurisdiction over this matter, which is brought under Wyo. Stat. § 4-10-810, Wyo. Stat. § 4-10-813, and the common law of conversion, and the damages sought are in excess of \$50,000.

7. This Court has personal jurisdiction over this matter because Defendants are both domiciled in Fremont County, Wyoming.

8. Venue is appropriate in this Court under Wyo. Stat. § 1-5-105 because BCR is a domestic corporation created under the laws of the State of Wyoming with its principal office in Fremont County, and under Wyo. Stat. § 1-5-108 since Rudd resides in Fremont County and is able to be summoned to take part in this action.

THE PARTIES

9. The Tribe is a federally-recognized Indian Tribe situated on the Wind River Indian Reservation in the state of Wyoming. The Tribe and its many entities, which include the WRHC, are governed by the duly-elected Northern Arapaho Business Council ("NABC"), which acts and speaks on behalf of the Tribe based on the majority vote of the six NABC members, often in the form of resolutions. The Tribe, as a sovereign, has immunity from suit and bringing this action is not and should not be construed as waiver of that immunity.

10. BCR is a professional corporation in the business of practicing law with its principal place of business in the state of Wyoming.

11. Rudd is an attorney licensed to practice law in the states of Wyoming and Oregon and domiciled in Wyoming. Upon information and belief, Rudd is the only shareholder and managing partner of BCR.

FACTUAL BACKGROUND

12. Defendants have served as counsel for Tribe since at least the year 1989. During that time, Defendants have enmeshed themselves in the Tribe's sovereign affairs and the Tribe's decision-making process. In a NABC Resolution from 2002 which, upon information and belief, BCR drafted, titled "Legal Affairs of the Northern Arapaho Tribe Policies and Procedures" ("2002 Legal Policy"), Defendants installed themselves as a gatekeeper inhibiting the NABC from retaining other lawyers without Defendants' approval.

13. Defendants' legal fees have been staggering, at times amounting to over \$100,000 in a single month; and these amounts do not include time expended for two additional matters that are allegedly contingency fee arrangements.

14. Upon information and belief, BCR only houses two active attorneys while maintaining an association with two additional attorneys that are either semi- or fully-retired. These four attorneys have collectively made millions of dollars from the Tribe. When asked, Defendants' justification for these excessive fees has been evasive or non-responsive. Defendants' invoices justifying their fees are typically only one or two pages each month with no descriptions of how Defendants' time was billed, the rates billed, identification of which attorney did what task, nor what product the Tribe received for these significant charges. Copies of the attorney invoices submitted for a recent twelve-month period are attached as Exhibit 1. As shown by the invoices, Defendants billed the Tribe \$827,817.31 from May 1, 2018 to April 30,

2019, an average of \$68,984.78 per month.¹ Additionally, this amount only represents what the Northern Arapaho Tribal government was billed. Defendants have also received large sums of money directly from the WRHC. For example, a review of Casino documents reveals that in June 2019 alone, Defendants received \$170,992.00 from the Casino, for which no invoices have been provided to the NABC. It is not clear why this sum was paid and for what work it allegedly provided. When the NABC has requested basic billing details, Defendants have refused to provide additional information beyond these one- or two-page invoices, claiming that the information was confidential from their own client, the Tribe.

15. The most recent attorney contract the Tribe has located in their own records with Defendants was approved by a NABC Resolution dated December 29, 2006 (“BCR Contract”), and is attached as Exhibit 2. The Tribe keeps records of all NABC Resolutions in the office of the Tribal Secretary and, after a diligent search, the Tribe has not located any other contract duly approved by NABC Resolution since December 29, 2006.

16. The BCR Contract covers calendar years 2007 and 2008, and pursuant to the contract, Defendants agreed to be compensated, “at the rate of \$142.50 per hour for principals; \$130.00 per hour for associate attorneys; \$65.00 per hour for paralegal services and \$25.00 per hour for research associates.” Furthermore, the contract addendum stated that, “[t]he approved budget for Baldwin & Crocker, P.C. fees and expenses for calendar year 2007 is \$360,000 or approximately \$30,000 each month. This budget may be amended from time to time by agreement of the parties.”²

17. The Tribe has always operated and existed without a Constitution.

18. The Northern Arapaho General Council (“NAGC”) is the supreme governing body of the Northern Arapaho Tribe and acts by a quorum of the adult voting members of the Tribe. The NABC by contrast is charged with making the day-to-day decisions on the Tribe. The NABC was established on April 23, 1941 by the NAGC and “vested with full all matters of Tribal business and affairs; any action taken by said Business Council as such authority to act on delegation will be binding upon the Tribe.” The NABC, by tradition, always endeavors to

¹ This \$827,817.31 figure also presumably does not include two ongoing contingency matters as reflected in the one-page invoices of Defendants. Defendants have provided no records of any contingency fee agreement. In one previous such contingency matter, Defendants were paid \$236,250.00 in fees in 2016 relating to *Northern Arapaho Tribe v. Starr Trucking Corp. v. Hubenka and LeClair Irrigation District*, Shoshone and Arapaho Tribal Court Civil Action No. CV-11-0075.

² Baldwin & Crocker, P.C. was the precursor firm to Defendants. Defendant Kelly Rudd became a shareholder of the firm in 2008.

operate by consensus. However, when that is not possible, a majority vote of the six-member body constitutes a controlling decision of the Tribe. [See Declarations of NABC members attached as Exhibits 3-6.]

19. In all Resolutions and decisions pertinent to the Tribe's actions regarding the Defendants, the NABC has been split 4 to 2 with the same two Councilmembers as the consistent dissenters ("the minority"). The minority has continued to support the Defendants' actions and defended them within the NABC.

20. On April 3, 2019, because the contract of the Casino's CEO, Jim Conrad, was set to expire on June 30, 2019, the NABC duly passed a resolution authorizing an evaluation of "Mr. Conrad's performance and management practices in order to objectively review the state of the casino operations." The resolution is attached as Exhibit 7. Such a review of a CEO's performance is commonplace and a best practice in the casino industry. The Resolution retained the law firm Kilpatrick Townsend & Stockton LLP ("KTS") to conduct the evaluation. Prior to accepting the engagement with the Tribe, KTS, as with any prospective client, conducted a complete conflicts search, which demonstrated that there were no conflicts affecting the representation of the Tribe. Consequently, the NABC signed an engagement letter retaining KTS.

21. When retaining KTS through the Resolution of April 3, 2019 and prior to the first discussions with Defendants, the NABC went out of its way to make clear that prior Resolutions and policies such as the 2002 Legal Policy were overridden. Specifically, the Resolution of April 3, 2019 stated that, "this resolution supersedes all previous resolutions to the extent there is a conflict."

22. Further, the Tribe, recognizing that the 2002 Legal Policy was merely a means to control the Tribe's choice of legal representation and frustrate the Tribe's efforts to bring greater transparency and accountability, on May 20, 2019, through a Resolution passed by a 4 to 2 vote of the NABC, rescinded the 2002 Legal Policy. In doing so, the Tribe stated that, "the NABC has determined that [the 2002 Legal Policy] is no longer necessary and has been used to subvert the sovereign authority and right to self-governance of the Northern Arapaho Tribe."

23. On that same day, acting pursuant to the Resolution's authority, Chairman Spoonhunter issued a letter to Defendants advising that the 2002 Legal Policy had been rescinded and "neither [Rudd] nor [BCR] are needed for any services under that rescinded

policy,” and that “effective immediately, [BCR] shall no longer represent [the Tribe] on any matters involving gaming.”

24. The letter directed Defendants to provide to KTS by noon local time on Thursday, May 23, 2019, a list of all matters in which Defendants represented the Tribe and an accounting of all tribal funds held by Defendants. That letter further prohibited Defendants from, “[opening] any new matters for the Tribe, [attempting] to waive the sovereign immunity of the Tribe, [negotiating] or [engaging] in any new contracts on behalf of the Tribe, or cumulatively [exceeding] \$10,000 in total in legal fees for the Tribe until May 31, 2019.” The letter also directed that “effective immediately, neither [Rudd] nor [BCR] are authorized to expend or otherwise utilize any funds that [Defendants] oversee, hold or maintain for the Tribe” and directed Defendants to provide to the Tribe “any documents that purport to delegate financial authority to [Defendants].”

25. Defendants refused to comply with this clear direction from the Tribe. Instead, Defendants responded with a letter to the NABC, dated May 23, 2019, which questioned the validity of the NABC’s actions. The position taken by Defendants was apparently based on the position of the two minority NABC members that opposed the majority vote of the other four in regards to the recent Resolutions. The letter listed seven matters in which Defendants represented the Tribe, though Defendants specified that the list was not complete. Defendants also failed to provide any accounting of Tribal funds held by Defendants and did not provide any Tribal documents.

26. Defendants again refused to comply with the simple and clear request of the Tribe when Tribal Chairman Lee Spoonhunter emailed Defendants asking for a copy of the contract under which Defendants were supposedly operating as they claimed. On May 30, 2019, Andy Baldwin, founder of BCR restated BCR’s refusal to comply.

27. On June 3, 2019, the NABC duly-approved a resolution immediately terminating the Plaintiffs’ engagement for any and all legal services with Defendants.

28. Keith Harper (“Harper”) of KTS contacted Rudd on behalf of the Tribe by email on June 5, 2019, “to ensure that all property and ... documents of the Tribe and its matters are returned to the Tribe.” To which Rudd responded, “[w]e are in touch with tribal officials and other pertinent authorities. We will follow-up with you at an appropriate time.”

29. Through a duly enacted NABC Resolution on June 6, 2019, which is attached as Exhibit 8, the Tribe memorialized the termination of Defendants and again demanded the return of all Tribal documents and Tribal funds in the possession of Defendants. The Resolution further demanded again that Defendants provide detailed time-keeping records and expense documentation and a full accounting of the handling of all Tribal funds ever in Defendants' possession. [See attached Declarations of NABC members, Exhibits 3-6.]

30. Harper emailed Rudd on June 7, 2019 with an attachment of the Resolution requesting that Defendant return all Tribal documents and provide a full accounting of all Tribal funds ever held in trust by Defendants.

31. Rudd never responded to the June 7, 2019 email and instead retained counsel.

32. On June 10, 2019, Mr. Scott Ortiz ("Ortiz") in his capacity as attorney for Defendants, wrote to Harper informing him that Ortiz was now representing Defendants in the matter of "Baldwin Crocker & Rudd/Notice to Transfer of all Legal Files." In a series of letters between the Ortiz June 10th, 2019 letter and a letter from Harper to Ortiz on June 27, 2019, the Tribe repeatedly reiterated the need for BCR and Rudd to return Tribal documents and Tribal funds and provide an accounting and Ortiz restated the refusal of BCR and Rudd to do so.

33. Among the plethora of excuses for noncompliance with clear obligations owed to Plaintiffs, Ortiz contended that certain members of the NABC were not given an opportunity to be heard, thereby somehow invalidating the NABC's action. This contention is also patently false. [See attached Declarations of NABC members, Exhibits 3-6.]

34. Defendants have not responded to the June 27, 2019 Harper letter to Ortiz, failed to return the Tribal documents in their possession, and continue to ignore the clear directions of the Tribe, their former client.

35. The Tribe is suffering ongoing and irreparable harms due to Defendants' refusal to return the Tribe's property.

36. In attempting to understand the scope of matters for which Defendants provided legal services for the Tribe, NABC has been forced, at great expense, to reach out to every department of the Tribe to ascertain what outstanding legal issues remained unresolved and, first and foremost, if any litigation deadlines were pending. s Tribal department managers have never been expected to track legal deadlines, a very real risk exists that the Tribe could be severely and

adversely impacted by Defendants' refusal to return Tribal documents containing records of ongoing litigation and transactions.

37. Finally, the inability to properly access all Tribal documents in the possession of Defendants, including decades of attorney work product, poses far reaching irreparable and ongoing harm to the operations of the Tribe. If unresolved, this will have far reaching negative impacts on all aspects of Tribal Government and the citizens of the Northern Arapaho Tribe who depend on their Government. In the filing of this Complaint, for example, the NABC had to reassign multiple Tribal staff members from their usual duties to search for records previously entrusted to BCR, such as the attorney contract referenced in Exhibit 2 and the April 23, 1941 General Council Resolution referenced in paragraph 18.

38. The injury to any Government from not being able to access their past and current records is immense, palpable and irreparable. It is no different here.

COUNT I

INJUNCTION FOR RETURN OF DOCUMENTS

39. The Tribe re-alleges the foregoing paragraphs as though fully set forth herein.

40. Defendants are in possession of mass quantities of Tribal documents.

41. Despite the Tribe's persistent demand to return such documents, Defendants have steadfastly and unjustly refused to do so.

42. Defendants have even refused to provide Defendants' own attorney contract with the Tribe.

43. As a result of Defendants' wrongful acts and omissions, the Tribe has been and will continue to suffer grave harm and substantial legal risks as it cannot protect its legal rights without such material.

44. The Tribe therefore respectfully requests that this Court order Defendants to return all Tribal documents without further delay.

COUNT II

INJUNCTION FOR RETURN OF FUNDS

45. The Tribe re-alleges the foregoing paragraphs as though fully set forth herein.

46. Defendants are in possession of Plaintiffs' funds, which includes funds well in excess of \$50,000 that Defendants presently hold. Furthermore, Defendants have held

multimillions of dollars over many years belonging to Plaintiffs and have refused to provide a full and fair accounting to which Plaintiffs are entitled.

47. The WRHC, through its now terminated CEO Jim Conrad, paid Defendants \$170,992.00 in June of this year. That payment was unlawful and the funds must be returned.

48. The Tribe has repeatedly and clearly instructed Defendants to return all Tribal funds, and though Defendants have returned some limited funds, Defendants remain in possession of a significant amount of Tribal funds.

49. Because Defendants have failed to provide the Tribe with an accounting of Tribal funds, the full amount owed to the Tribe is unknown.

50. As a result of Defendants' wrongful acts and omissions, the Tribe has been and will continue to be injured.

COUNT III
ACCOUNTING

51. The Tribe re-alleges the foregoing paragraphs as though fully set forth herein.

52. Defendants are in possession of, upon information and belief, over \$1,000,000 of Tribal funds. Defendants have held multimillions of funds owned to the Tribe over many years.

53. Defendants hold and have held such funds belonging to its client, the Tribe, in trust pursuant to Wyoming law. *See, e.g.*, Wyo. Stat. § 4-10-101 et. seq.

54. As trustees, Defendants have a responsibility under Wyo. Stat. § 4-10-810 to maintain adequate records of the administration of the trust.

55. Defendants also have a duty as trustees, under Wyo. Stat. § 4-10-813, to keep the Tribe informed of the administration of the trust and to send to the Tribe a report of, among other things, the trust corpus, assets, liabilities, receipts and disbursements.

56. Rule 1.15 of the Wyoming Rules of Professional Conduct requires attorneys in possession of their clients' property to maintain up-to-date records, promptly return such property to their client upon request, and promptly render a full accounting regarding such property upon request.

57. The Tribe has repeatedly and clearly instructed Defendants to provide a complete accounting of Tribal funds, and Defendants have repeatedly failed and refused to render such an accounting.

58. The amount of the Tribe's Tribal funds currently in Defendants' possession is not fully known, but is thought to be in the millions of dollars and cannot be ascertained without a full accounting.

59. As a result of Defendants' failure to provide an accounting and other wrongful acts and omissions, the Tribe has been unable to use said property to advance tribal programs and protect its legal interests.

60. By reason of the foregoing, the Tribe has been injured and damaged and respectfully requests a Court-directed accounting and all other available remedies to make the Tribe whole, including a restatement of accounts in accordance with the accounting.

COUNT IV

CONVERSION AND CIVIL THEFT

61. The Tribe re-alleges the foregoing paragraphs as though fully set forth herein.

62. Defendant is currently in possession of Tribal documents which belong to the Tribe and which the Tribe has a legal right to possess.

63. Upon information and belief, the Defendants possess over \$1,000,000 of Tribal funds and innumerable confidential and other Tribal documents.

64. Defendant is currently exercising dominion over the Tribe's property in a manner that is denying the Tribe its right to use and enjoy that property, impeding the Tribe's ability to protect its interests and provide much needed services to its tribal members.

65. Though Defendants may have obtained physical possession of the Tribe's property lawfully, the Tribe has clearly and repeatedly directed Defendant to return that property, and Defendant has steadfastly refused.

66. By reason of the foregoing, the Tribe has been, and will continue to be, damaged by Defendant's conversion in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, the Tribe respectfully requests that this Court enter an Order in Plaintiffs' favor and as against Defendants Kelly Rudd and Baldwin, Crocker & Rudd, P.C. as follows:

- (a) Grant a temporary restraining order mandating the immediate return for all the Tribal documents.
- (b) Grant the Tribe's request for an injunction mandating Defendants to return all Tribal documents still in Defendants' possession irrespective of whether in paper or electronic form, including any and all contracts between Defendants and the Tribe and granting the Tribe's request for an injunction returning all funds belonging to the Tribe.

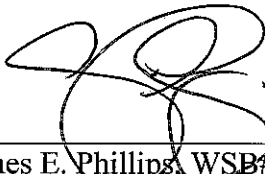
FURTHERMORE, the Tribe respectfully requests that this Court enter judgment in their favor and as against Defendants Kelly Rudd and Baldwin, Crocker & Rudd, P.C. as follows:

- (a) Grant the Tribe the equitable remedy of ordering Defendants to provide an accounting of all Tribal funds ever held in their possession on behalf of the Tribe, including all sums deducted from Tribal funds as legal fees by Defendants with sufficient supporting documentation and detailed time entries so Plaintiffs are able to ascertain whether such funds were expended properly
- (b) Entering an injunction mandating the return of all funds held by Defendants without delay;
- (c) Declare Defendants jointly and severally liable under the common law of conversion;
- (d) Declare Defendants jointly and severally liable for violation of their trust responsibilities under Wyoming Statutes § 4-10-810 and § 4-10-813;
- (e) Declare Defendants in violation of their professional responsibilities as attorneys under Rule 1.15 of the Wyoming Rules of Professional Conduct;
- (f) Award the Tribe the costs and associated liabilities of this action, including reasonable attorneys' fees;

- (g) Award to the Tribe punitive damages for Defendants willful violation of law, their professional duties and their fiduciary obligations.
- (h) Grant such other relief as this Court deems just and proper.

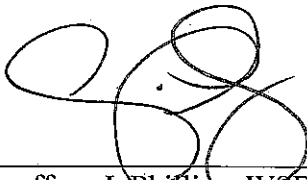
RESPECTFULLY SUBMITTED this 29th day of July, 2019.

For:

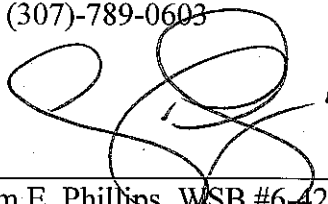


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Pending Pro Hac Vice:

Kilpatrick Townsend & Stockton LLP
Attorney for the Plaintiffs
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VERIFICATION

STATE OF WYOMING)
) ss
COUNTY OF FREMONT)

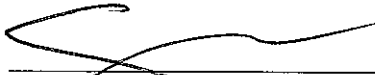
I, LEE SPOONHUNTER, being first duly sworn, depose and state that I represent the Plaintiffs in the above entitled matter as Chairman of the Northern Arapaho Business Council and Wind River Hotel & Casino, which is an arm of the Northern Arapaho Tribe, that I have read the foregoing Verified Complaint by me subscribed, that I know and understand the contents thereof, and that the statements therein contained are true as I verily believe.



LEE SPOONHUNTER
Chairman of the NABC and WRHC

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by LEE SPOONHUNTER this 21st day of July, 2019.

WITNESS my hand and official seal.



NOTARY PUBLIC
My Commission Expires 5/23/2020



Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending

May 31, 2018

	<u>May Fees</u>	<u>May Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	38,832.00	2,635.36		41,467.36
04 ICWA	720.00	2,982.00		3,702.00
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	2,497.50			2,497.50
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				Contingent
41 '05 ACT AREA OTHER	2,672.00			2,672.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION	2,775.00			2,775.00
62 ETHETE WATER SYSTEM UPGRADE	2,497.50			2,497.50
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00
65.D NAT TWE 638				0.00

EXHIBIT

7

tabbles*

	<u>May Fees</u>	<u>May Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA				0.00
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				<i>Contingent</i>
71 GOGGLES VS. NAT	27.00	17.44		44.44
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL	800.00			800.00
74 SORNA				0.00
75 OPIOD				<i>Contingent</i>
76 TAX CREDIT PROJECT	1,073.00	39.24		1,112.24
Total 9465 NORTHERN ARAPAHO TRIBE	<u>51,894.00</u>	<u>5,674.04</u>	<u>0.00</u>	<u>57,568.04</u>
TOTAL DUE FOR MAY				<u><u>57,568.04</u></u>

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending

June 30, 2018

	<u>June Fees</u>	<u>June Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	52,430.50	4,615.74		57,046.24
04 ICWA	2,550.50			2,550.50
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	4,995.00			4,995.00
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				0.00
41 '05 ACT AREA OTHER	160.00			160.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION	1,313.50			1,313.50
62 ETHETE WATER SYSTEM UPGRADE	4,995.00			4,995.00
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00
65.D NAT TWE 638				0.00

Contingent

	<u>June Fees</u>	<u>June Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA	740.00			740.00
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				Contingent
71 GOGGLES VS. NAT	202.50			202.50
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL				0.00
74 SORNA				0.00
75 OPIOD				Contingent
76 TAX CREDIT PROJECT	555.00			555.00
Total 9465 NORTHERN ARAPAHO TRIBE	<u>67,942.00</u>	<u>4,615.74</u>	<u>0.00</u>	<u>72,557.74</u>
TOTAL DUE FOR JUNE				<u><u>72,557.74</u></u>

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
July 31, 2018

	<u>July Fees</u>	<u>July Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	51,422.00	1,586.21		53,008.21
04 ICWA	1,652.00	2,236.50		3,888.50
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	3,330.00			3,330.00
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				0.00
41 '05 ACT AREA OTHER				Contingent
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE				0.00
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)	2,405.00			2,405.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00
65.D NAT TWE 638				0.00

	<u>July Fees</u>	<u>July Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA	1,963.50			1,963.50
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				<i>Contingent</i>
71 GOGGLES VS. NAT	1,184.00			1,184.00
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL				0.00
74 SORNA				0.00
75 OPIOD				<i>Contingent</i>
76 TAX CREDIT PROJECT	6,771.00	10.90		6,781.90
Total 9465 NORTHERN ARAPAHO TRIBE	<u>68,727.50</u>	<u>3,833.61</u>	<u>0.00</u>	<u>72,561.11</u>
TOTAL DUE FOR JULY				<u><u>72,561.11</u></u>

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
August 31, 2018

	<u>August Fees</u>	<u>August Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THIPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	49,544.50	2,455.07		51,999.57
04 ICWA	3,214.00	1,704.00		4,918.00
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	4,440.00			4,440.00
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				Contingent
41 '05 ACT AREA OTHER				0.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES	536.50			536.50
55.A ALVIN BROWN				0.00
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE	3,330.00			3,330.00
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00
65.D NAT TWE 638				0.00

	<u>August Fees</u>	<u>August Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA	2,735.50			2,735.50
69 NAT VS. JEWELL	407.00			407.00
70 TWE VS. LOWHAM WALSH				<i>Contingent</i>
71 GOGGLES VS. NAT	49.00			49.00
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL	2,947.00			2,947.00
74 SORNA				0.00
75 OPIOD				
76 TAX CREDIT PROJECT	24,174.00	361.87		<i>Contingent</i>
Total 9465 NORTHERN ARAPAHO TRIBE	<u>91,377.50</u>	<u>4,520.94</u>	<u>0.00</u>	<u>24,535.87</u>
				<u>95,898.44</u>

TOTAL DUE FOR AUGUST

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
September 30, 2018

	<u>Sept. Fees</u>	<u>Sept. Costs</u>	<u>FC</u>	<u>Total Billed</u>
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	44,178.00	3,446.55		47,624.55
04 ICWA	1,260.50	1,683.33		2,943.83
33 WATER RESOURCES CONTROL BOARD	925.00			925.00
62 ETHETE WATER SYSTEM UPGRADE	1,295.00			1,295.00
67 NAT VS. BIA	277.50			277.50
70 TWE VS. LOWHAM WALSH				Contingent
71 GOGGLES VS. NAT	192.00			192.00
72 NAT VS. EST				0.00
75 OPIOD				Contingent
76 TAX CREDIT PROJECT	13,171.50	1,295.99		14,467.49
Total 9465 NORTHERN ARAPAHO TRIBE	<u>61,299.50</u>	<u>6,425.87</u>	<u>0.00</u>	<u>67,725.37</u>

TOTAL DUE FOR SEPTEMBER

67,725.37

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
October 31, 2018

	<u>Oct. Fees</u>	<u>Oct. Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	52,199.00	1,704.88		53,903.88
04 ICWA	945.50			945.50
15 UTILITIES	496.00			496.00
33 WATER RESOURCES CONTROL BOARD	185.00			185.00
62 ETHETE WATER SYSTEM UPGRADE	1,325.00			1,325.00
67 NAT VS. BIA	777.00			777.00
70 TWE VS. LOWHAM WALSH				Contingent
73 NA ENVIRONMENTAL	160.00			160.00
75 OPIOD				Contingent
Total 9465 NORTHERN ARAPAHO TRIBE	<u>56,087.50</u>	<u>1,704.88</u>	<u>0.00</u>	<u>57,792.38</u>

TOTAL DUE FOR OCTOBER 57,792.38

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY
For Month Ending
November 30, 2018

	<u>Nov. Fees</u>	<u>Nov. Costs</u>	<u>FC</u>	<u>Total Billed</u>
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	44,902.00	2,382.81		47,284.81
04 ICWA	2,180.00	22.89		2,202.89
33 WATER RESOURCES CONTROL BOARD	740.00			740.00
67 NAT VS. BIA	740.00	29.20		769.20
70 TWE VS. LOWHAM WALSH				Contingent
71 GOGGLES VS. NAT	68.00	18.53		86.53
73 NA ENVIRONMENTAL	352.00	47.04		399.04
75 OPIOD				Contingent
Total 9465 NORTHERN ARAPAHO TRIBE	<u>48,982.00</u>	<u>2,500.47</u>	<u>0.00</u>	<u>51,482.47</u>

TOTAL DUE FOR NOVEMBER

51,482.47

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
December 31, 2018

	<u>Dec. Fees</u>	<u>Dec. Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	50,708.00	3,438.79		54,146.79
04 ICWA	2,464.00			2,464.00
15 UTILITIES	368.00			368.00
33 WATER RESOURCES CONTROL BOARD	1,850.00			1,850.00
65 BIA 638	688.00			688.00
67 NAT VS. BIA	2,487.50			2,487.50
70 TWE VS. LOWHAM WALSH				Contingent
71 GOGGLES VS. NAT	480.00	18.53		498.53
75 OPIOD				Contingent
77 CHILD SUPPORT ENFORCEMENT	286.00			286.00
Total 9465 NORTHERN ARAPAHO TRIBE	<u>59,331.50</u>	<u>3,457.32</u>	<u>0.00</u>	<u>62,788.82</u>

TOTAL DUE FOR DECEMBER

62,788.82

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
January 31, 2019

	<u>Jan. Fees</u>	<u>Jan. Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	60,088.95	2,063.06		62,152.01
04 ICWA	3,666.89			3,666.89
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
15 UTILITIES				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD				0.00
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				Contingent
41 '05 ACT AREA OTHER				0.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE				0.00
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00

	Jan. Fees	Jan. Costs	FC	Total Billed
65.D NAT TWE 638				0.00
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA				0.00
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				Contingent
71 GOGGLES VS. NAT				0.00
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL				0.00
74 SORNA				0.00
75 OPIOD				Contingent
76 TAX CREDIT PROJECT				0.00
77 CHILD SUPPORT ENFORCEMENT	34.28			34.28
Total 9465 NORTHERN ARAPAHO TRIBE	63,790.12	2,063.06	0.00	65,853.18

TOTAL DUE FOR JANUARY 65,853.18

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
February 28, 2019

	<u>Feb. Fees</u>	<u>Feb. Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	64,909.53	2,747.32		67,656.85
04 ICWA	908.42			908.42
05 CDBG GENERAL ACCT.				0.00
12 CPS	582.76			582.76
15 UTILITIES	291.38			291.38
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	792.72			792.72
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				0.00
41 '05 ACT AREA OTHER				0.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE	1,189.08			1,189.08
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00

Contingent

	<u>Feb. Fees</u>	<u>Feb. Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.D NAT TWE 638				0.00
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA				0.00
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				0.00
71 GOGGLES VS. NAT	34.28			<i>Contingent</i>
72 NAT VS. EST				34.28
73 NA ENVIRONMENTAL				0.00
74 SORNA				0.00
75 OPIOD				0.00
76 TAX CREDIT PROJECT				<i>Contingent</i>
77 CHILD SUPPORT ENFORCEMENT				0.00
Total 9465 NORTHERN ARAPAHO TRIBE	<u>68,708.17</u>	<u>2,747.32</u>	<u>0.00</u>	<u>71,455.49</u>

TOTAL DUE FOR FEBRUARY 71,455.49

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
March 31, 2019

	<u>March Fees</u>	<u>March Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	68,744.45	2,154.24		70,898.69
04 ICWA	257.10			257.10
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
15 UTILITIES	257.10			257.10
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	792.72			792.72
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				Contingent
41 '05 ACT AREA OTHER				0.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN				0.00
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE	2,972.70			2,972.70
63 OIL & GAS (DEMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00

	<u>March Fees</u>	<u>March Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.D NAT TWE 638				0.00
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA	1,300.49			1,300.49
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				<i>Contingent</i>
71 GOGGLES VS. NAT				0.00
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL				0.00
74 SORNA				0.00
75 OPIOD				<i>Contingent</i>
76 TAX CREDIT PROJECT				0.00
77 CHILD SUPPORT ENFORCEMENT				0.00
Total 9465 NORTHERN ARAPAHO TRIBE	<u>74,324.56</u>	<u>2,154.24</u>	<u>0.00</u>	<u>76,478.80</u>

TOTAL DUE FOR MARCH 76,478.80

Baldwin, Crocker & Rudd, P.C.
P.O. Box 1229, Lander, WY 82520

NAT MONTHLY BILLING SUMMARY

For Month Ending
April 30, 2019

	<u>April Fees</u>	<u>April Costs</u>	<u>FC</u>	<u>Total Billed</u>
0501 THPO				0.00
9465 NORTHERN ARAPAHO TRIBE				
01 NABC GENERAL	66,330.94	1,879.90		68,210.84
04 ICWA	85.70			85.70
05 CDBG GENERAL ACCT.				0.00
12 CPS				0.00
15 UTILITIES				0.00
32 TRIBAL COURT				0.00
33 WATER RESOURCES CONTROL BOARD	396.36			396.36
40 TRESPASS ISSUES				0.00
05 HUBENKA				0.00
05 HUBENKA - STAR TRUCKING				0.00
41 '05 ACT AREA OTHER				0.00
41.A '05 ACT AREA OTHER (Dave Long)				0.00
55 EAGLE PERMIT ISSUES				0.00
55.A ALVIN BROWN	1,594.02			1,594.02
61 TAS LITIGATION				0.00
62 ETHETE WATER SYSTEM UPGRADE	2,972.70			2,972.70
63 OIL & GAS (DEMMD)				0.00
64 NAT VS. LECLAIR (TRIBAL COURT)				0.00
65 BIA 638				0.00
65.A NAT TRIBAL COURT 638				0.00
65.B NAT TRANSPORTATION 638				0.00
65.C NAT MEADOWLARK 638				0.00

Contingent

	<u>April Fees</u>	<u>April Costs</u>	<u>FC</u>	<u>Total Billed</u>
65.D NAT TWE 638				0.00
65.E NAT FISH & GAME 638				0.00
67 NAT VS. BIA	1,538.85			1,538.85
69 NAT VS. JEWELL				0.00
70 TWE VS. LOWHAM WALSH				<i>Contingent</i>
71 GOGGLES VS. NAT				0.00
72 NAT VS. EST				0.00
73 NA ENVIRONMENTAL	857.00			857.00
74 SORNA				0.00
75 OPIOD				<i>Contingent</i>
76 TAX CREDIT PROJECT				0.00
77 CHILD SUPPORT ENFORCEMENT				0.00
Total 9465 NORTHERN ARAPAHO TRIBE	<u>73,775.57</u>	<u>1,879.90</u>	<u>0.00</u>	<u>75,655.47</u>

TOTAL DUE FOR APRIL 75,655.47

CONTRACT FOR ATTORNEY SERVICES
NORTHERN ARAPAHO TRIBE
WIND RIVER INDIAN RESERVATION, WYOMING



THIS AGREEMENT, made and entered into by and between the Northern Arapaho Tribe ("Tribe"), Wind River Indian Reservation, Wyoming, and Baldwin & Crocker, P.C., P.O. Box 1229, 337 Garfield Street, Lander, Wyoming ("Attorney"),

WITNESSETH:

1) Retention. The Northern Arapaho Tribe hereby contracts with and retains Attorney for the performance of attorney services under the following terms and conditions. Said contract is executed pursuant to specific authorization and approval by the Northern Arapaho Business Council ("NABC") Resolution No. 2006-9214, dated the 29th day of December, 2006, (the NABC is authorized by the General Council of the Tribe to enter into and approve special attorney contracts).

2) Attorney Services. Attorney shall provide attorney services to the Tribe and its departments, agencies or other entities as the NABC requires and authorizes hereunder including, but not limited to, presenting claims or defenses of the Tribe or its departments, agencies or other entities before any court, forum, tribunal, department, agency or legislative body of any entity including the Tribe, the Joint Shoshone and Arapaho Tribes, any state or of the United States. Services shall be consistent with the Legal Affairs Policies and Procedures of the Tribe.

With the prior approval of the NABC, Attorney may associate with special counsel for the purpose of providing lobbying, consultative, or other special services; however, Attorney remains responsible for all services provided hereunder, including those provided by any associate of Attorney.

3) Procedure for Authorization of Services. With respect to all departments, agencies, or other entities of the Tribe which do not have separate contracts with Attorney, authorization for services by Attorney must be provided by the NABC. Specific authorization by the NABC is required for each matter; however, the NABC may delegate such authority to the appropriate employee of a tribal department or to the governing board of a tribal entity. In addition, the Chairman of the NABC may authorize services on an emergency basis; however, the NABC must authorize any further services related to the emergency.

All requests for legal services from Arapaho tribal members and joint programs of the Shoshone and Arapaho Tribes must be approved in writing in advance by the NABC, on request forms to be developed by the parties.

4) Compensation and Expenses. In consideration of the services to be rendered, Attorney shall receive compensation at the rate of \$142.50 per hour for principals; \$130.00 per hour for associate attorneys; \$65.00 per hour for paralegal services and \$25.00 per hour for research assistants. Attorney shall be reimbursed for all necessary and reasonable expenses incurred in the performance of their duties hereunder, including expenses for travel, long distance telephone charges, computer legal research services, and photocopying. Payment of compensation, and reimbursement of expenses, shall be made within 30 days of the submission of vouchers or other documentation in accordance with the policies of the NABC or of the particular department, agency or entity of the Tribe.

Unless otherwise specifically directed by the NABC, all payment for services or compensation for expenses or costs shall be paid by the department, agency or other entity of the Tribe which requests

the specific services provided hereunder. In the event that legal fees are paid by a third party (for example, as a result of a court award of fees or an agreement or settlement), Attorney may charge fees in excess of those rates stated above, provided that the Tribe shall not be liable for payment in excess of such rates. Attorney and the NABC may enter into a separate contingent fee agreement for a particular claim or matter on a case by case basis.

5) Budget. The parties will work to establish an annual budget for services under this Agreement, which may be revised from time to time by agreement of the parties. Attached hereto as Exhibit A is the budget approved by the NABC for calendar year 2007. The budget applies to tribal funds administered by the NABC but does not include funding sources which may be available in addition thereto. Each month, Attorney will provide to NABC statements or summaries showing monthly expenses and budget balances under this Agreement.

6) Term. This Agreement shall be effective on the 31st day of December, 2006 and shall remain in effect until the 31st day of December, 2008, unless terminated as provided herein. If so terminated, Attorney shall be entitled to compensation up to the date of termination. This Agreement may be terminated by either party without cause on thirty (30) days' advance written notice.

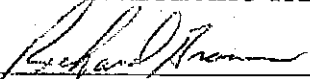
7) Assignment. No assignment of the obligations of this Agreement, in whole or in part, shall be made by either party.

8) Law Firm. The death or total disability of all shareholders of Baldwin & Crocker, P.C. shall terminate this Agreement.

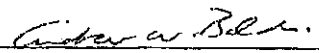
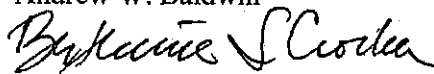
9) Good Standing. Attorney stipulates that each shareholder is a member in good standing of the Bars of the State of Wyoming and of the Shoshone and Arapaho Tribal Court; that no disciplinary proceedings have been instituted against any shareholder by any bar association of any jurisdiction which are pending or unresolved; and that no shareholder has been disbarred or suspended from the practice of law in any jurisdiction.

IN WITNESS WHEREOF the parties have duly executed this instrument, effective the date first stated above.

NORTHERN ARAPAHO TRIBE

By: 
Richard Brannan, Chairman
Northern Arapaho Business Council

BALDWIN & CROCKER, P.C.

By: 
Andrew W. Baldwin

Berthenia S. Crocker

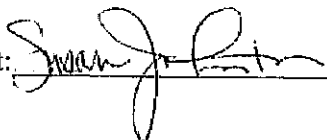
Attest: 

EXHIBIT A

Budget 2007

The approved budget for Baldwin & Crocker, P.C. fees and expenses for calendar year 2007 is \$360,000, or approximately \$30,000 each month.

This budget may be amended from time to time by agreement of the parties.



IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF FREMONT, STATE OF WYOMING

NORTHERN ARAPAHO TRIBE, a federally-recognized Indian Tribe,

and

THE WIND RIVER HOTEL & CASINO, an enterprise wholly owned by and an arm of the Northern Arapaho Tribe,

Plaintiffs,

v.

BALDWIN, CROCKER & RUDD, P.C. and KELLY RUDD,

Defendants.

Case No. _____

I, LEE SPOONHUNTER, do hereby declare under penalty of perjury under the laws of the United States of America, as follows:

1. I am over 18 years of age and competent to make this declaration. The statements contained herein are based on my personal knowledge, and I could testify competently about them if called to do so.

2. I am the Chairman of the Northern Arapaho Business Council (NABC), the duly elected body charged with governance of the Northern Arapaho Tribe and plaintiff in this lawsuit. I have held that position since 2018.

3. In my capacity as Chairman, I am familiar with the rules governing the adoption of NABC resolutions. I am also personally familiar with the Northern Arapaho Tribe's culture and tradition and the manner in which NABC conducts business. The NABC operates by majority vote on resolutions and the Chairman does cast a vote. The NABC resolutions that are discussed in or attached to this declaration were passed in the ordinary course of business. Those records are recorded or caused to be recorded by Tribal

Secretary Debbie Antelope, whose job it is to record such resolutions when passed by NABC.

4. Pursuant to a Northern Arapaho General Council Resolution signed April 23, 1941, the Business Council is vested with full authority to act on all matters of Tribal business and affairs; and any action taken by said Business Council as such delegation will be binding upon the Tribe.

5. On June 5, 2019, I informed Tribal Secretary Debbie Antelope that NABC would vote on NABC resolutions on June 6, 2019. This is the normal way the NABC schedules a vote and preceded to voting on matters, including NABC resolutions.

6. On June 6, 2019, NABC had a morning meeting with the Eastern Shoshone Tribal Council. After the conclusion of the meeting with Eastern Shoshone Tribal Council, Councilwoman Clarinda Calling Thunder informed Councilmen Anthony "Al" Addison and Samuel Dresser that NABC would be voting on the resolutions that were later adopted. Additionally Councilwoman Kimberly Harjo texted Councilmen Addison and Dresser to remind them that NABC would vote on these resolutions. NABC Members Clarinda Calling Thunder, Kimberly Harjo, Stephen Fast Horse and I arrived back at NABC Chambers to vote on pending matters. Councilman Anthony "Al" Addison returned to the office and promptly left before we began considering each resolution and Councilman Samuel Dresser did not join us to vote, despite being provided full notice and having prior knowledge of the matters to be considered.

7. Once a quorum of four NABC Members was established, I provided a reasonable amount of time for Councilman Addison to return and for Councilman Dresser to arrive. Once it was evident they would not join, NABC conducted business in a normal manner and adopted, among other things, Resolution NABC-2019-1146 by a unanimous vote of the four present councilmembers.

8. After the resolutions were adopted, I directed our legal counsel to advise the law firm of Baldwin, Crocker & Rudd of the action taken and its consequences to that law firm.

9. Defendants acknowledged receipt of Resolution NABC-2019-1146 and began the process of returning some trust funds and records. Defendants further

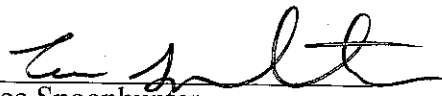
acknowledged to Northern Arapaho Tribal business Wind River Hotel and Casino that they would not conduct legal services for the Casino due to Resolution NABC-109-1146.

10. Despite multiple requests from me in an attempt to implement Resolution 109-1146 and similar efforts by Counsel, Defendants refuse to return the Tribe's documents and Tribal funds.

11. In times past, the NABC or individual members have asked Kelly Rudd to provide additional support for his billings to the Tribe. Each time he has refused to do so citing confidentiality concerns.

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


Executed this 29th day of July, 2019.


Lee Spoonhunter
Chairman
Northern Arapaho Tribe

STATE OF WYOMING)
) ss
COUNTY OF FREMONT)

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by LEE SPOONHUNTER this 29th day of July, 2019.

WITNESS my hand and official seal.


NOTARY PUBLIC
My Commission Expires 5/23/2020





IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF FREMONT, STATE OF WYOMING

NORTHERN ARAPAHO TRIBE, a federally-
recognized Indian Tribe,

and

THE WIND RIVER HOTEL & CASINO, an
enterprise wholly owned by and an arm of the
Northern Arapaho Tribe,

Plaintiffs,

v.

BALDWIN, CROCKER & RUDD, P.C. and
KELLY RUDD,

Defendants.

Case No. _____

I, CLARINDA CALLING THUNDER, do hereby declare under penalty of perjury under the laws of the United States of America, as follows:

1. I am over 18 years of age and competent to make this declaration. The statements contained herein are based on my personal knowledge, and I could testify competently about them if called to do so.
2. I am a Councilmember of the Northern Arapaho Business Council (NABC), the duly elected body charged with governance of the Northern Arapaho Tribe and plaintiff in this lawsuit. I have held that position since 2016.
3. In my capacity as a Councilmember, I am familiar with the rules governing the adoption of NABC resolutions. I am also personally familiar with the Northern Arapaho Tribe's culture and tradition and the manner in which NABC conducts business. The NABC operates by majority vote on resolutions and the Chairman does cast a vote. The NABC resolutions that are discussed in or attached to this declaration were passed in the ordinary course of business. Those records are recorded or caused to be recorded by Tribal Secretary Debbie Antelope, whose job it is to record such resolutions when passed by NABC.

4. Pursuant to a Northern Arapaho General Council Resolution signed April 23, 1941, the Business Council is vested with full authority to act on all matters of Tribal business and affairs; and any action taken by said Business Council as such delegation will be binding upon the Tribe.

5. On June 5, 2019, Chairman Lee Spoonhunter informed Tribal Secretary Debbie Antelope that NABC would vote on NABC resolutions on June 6, 2019. This is the normal way the NABC schedules a vote and preceded to voting on matters, including NABC resolutions.

6. On June 6, 2019, NABC had a morning meeting with the Eastern Shoshone Tribal Council. After the conclusion of the meeting with Eastern Shoshone Tribal Council, I informed Councilmen Anthony "Al" Addison and Samuel Dresser that NABC would be voting on the resolutions that were later adopted. Additionally Councilwoman Kimberly Harjo texted Councilmen Addison and Dresser to remind that NABC would vote on these resolutions. NABC Members Lee Spoonhunter, Kimberly Harjo, Stephen Fast Horse and I arrived back at NABC Chambers to vote on pending matters. Councilman Anthony "Al" Addison returned to the office and promptly left before we began considering each resolution and Councilman Samuel Dresser did not join us to vote, despite being provided full notice and having prior knowledge of the matters to be considered.

7. Once a quorum of four NABC Members was established, Chairman Spoonhunter provided a reasonable amount of time for Councilman Addison to return and for Councilman Dresser to arrive. Once it was evident they would not join NABC conducted business in a normal manner and adopted, among other things, Resolution NABC-2019-1146 by a unanimous vote of the four present councilmembers.

8. After the resolutions were adopted, Chairman Lee Spoonhunter directed our legal counsel to advise the law firm of Baldwin, Crocker & Rudd of the action taken and its consequences to that law firm.


9. Defendants acknowledged receipt of Resolution NABC-2019-1146 and began the process of returning some trust funds and records. Defendant further acknowledged to Northern Arapaho Tribal business Wind River Hotel and Casino that they would not conduct legal services for the Casino due to Resolution NABC-109-1146.

10. Despite multiple requests from Chairman Lee Spoonhunter in an attempt to implement Resolution 109-1146 and similar efforts by Counsel, Defendants refuse to return The Tribes documents and Tribal funds.

11. In times past, the NABC or individual members have asked Kelly Rudd to provide additional support for his billings to the Tribe. Each time he has refused to do so citing confidentiality concerns.

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

Executed this 29 day of July, 2019.



Clarinda Calling Thunder
Councilmember
Northern Arapaho Tribe

STATE OF WYOMING
COUNTY OF FREMONT

)
) ss
)

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by CLARINDA CALLING THUNDER this 29th day of July, 2019.

WITNESS my hand and official seal.


NOTARY PUBLIC
My Commission Expires 5/23/2020



**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF FREMONT, STATE OF WYOMING**

NORTHERN ARAPAHO TRIBE, a federally-recognized Indian Tribe,

and

THE WIND RIVER HOTEL & CASINO, an enterprise wholly owned by and an arm of the Northern Arapaho Tribe,

Plaintiffs,

v.

BALDWIN, CROCKER & RUDD, P.C. and KELLY RUDD,

Defendants.

Case No. _____

I, STEPHEN FAST HORSE, do hereby declare under penalty of perjury under the laws of the United States of America, as follows:

1. I am over 18 years of age and competent to make this declaration. The statements contained herein are based on my personal knowledge, and I could testify competently about them if called to do so.

2. I am a Councilmember of the Northern Arapaho Business Council (NABC), the duly elected body charged with governance of the Northern Arapaho Tribe and plaintiff in this lawsuit. I have held that position since 2016.

3. In my capacity as a Councilmember, I am familiar with the rules governing the adoption of NABC resolutions. I am also personally familiar with the Northern Arapaho Tribe's culture and tradition and the manner in which NABC conducts business. The NABC operates by majority vote on resolutions and the Chairman does cast a vote. The NABC resolutions that are discussed in or attached to this declaration were passed in the ordinary course of business. Those records are recorded or caused to be recorded by Tribal Secretary Debbie Antelope, whose job it is to record such resolutions when passed by NABC.

4. Pursuant to a Northern Arapaho General Council Resolution signed April 23, 1941, the Business Council is vested with full authority to act on all matters of Tribal business and affairs; and any action taken by said Business Council as such delegation will be binding upon the Tribe.

5. On June 5, 2019, Chairman Lee Spoonhunter informed Tribal Secretary Debbie Antelope that NABC would vote on NABC resolutions on June 6, 2019. This is the normal way the NABC schedules a vote and preceded to voting on matters, including NABC resolutions.

6. On June 6, 2019, NABC had a morning meeting with the Eastern Shoshone Tribal Council. After the conclusion of the meeting with Eastern Shoshone Tribal Council, Councilwoman Clarinda Calling Thunder informed Councilmen Addison and Dresser that NABC would be voting on the resolutions that were later adopted. Additionally Councilwoman Kimberly Harjo texted Councilmen Addison and Dresser to remind that NABC would vote on these resolutions. NABC Members Lee Spoonhunter, Clarinda Calling Thunder, Kimberly Harjo and I arrived back at NABC Chambers to vote on pending matters. Councilman Anthony "Al" Addison returned to the office and promptly left before we began considering each resolution and Councilman Samuel Dresser did not join us to vote, despite being provided full notice and having prior knowledge of the matters to be considered.

7. Once a quorum of four NABC Members was established, Chairman Spoonhunter provided a reasonable amount of time for Councilman Addison to return and for Councilman Dresser to arrive. Once it was evident they would not join NABC conducted business in a normal manner and adopted, among other things, Resolution NABC-2019-1146 by a unanimous vote of the four present councilmembers.

8. After the resolutions were adopted, Chairman Lee Spoonhunter directed our legal counsel to advise the law firm of Baldwin, Crocker & Rudd of the action taken and its consequences to that law firm.

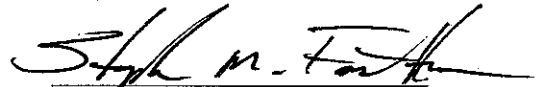
9. Defendants acknowledged receipt of Resolution NABC-2019-1146 and began the process of returning some trust funds and records. Defendant further acknowledged to Northern Arapaho Tribal business Wind River Hotel and Casino that they would not conduct legal services for the Casino due to Resolution NABC-109-1146.

10. Despite multiple requests from Chairman Lee Spoonhunter in an attempt to implement Resolution 109-1146 and similar efforts by Counsel, Defendants refuse to return The Tribes documents and Tribal funds.

11. In times past, the NABC or individual members have asked Kelly Rudd to provide additional support for his billings to the Tribe. Each time he has refused to do so citing confidentiality concerns.

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

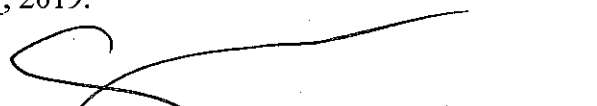
Executed this 29 day of July, 2019.

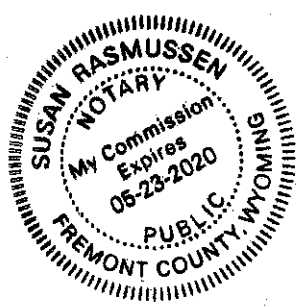

Stephen Fast Horse
Councilmember
Northern Arapaho Tribe

STATE OF WYOMING)
COUNTY OF FREMONT) ss

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by STEPHEN FAST HORSE this 29th day of July, 2019.

WITNESS my hand and official seal


NOTARY PUBLIC
My Commission Expires 5/23/2020



**IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF FREMONT, STATE OF WYOMING**

NORTHERN ARAPAHO TRIBE, a federally-
recognized Indian Tribe,

and

THE WIND RIVER HOTEL & CASINO, an
enterprise wholly owned by and an arm of the
Northern Arapaho Tribe,

Plaintiffs,

v.

BALDWIN, CROCKER & RUDD, P.C. and
KELLY RUDD,

Defendants.

Case No. _____

I, KIMBERLY HARJO, do hereby declare under penalty of perjury under the laws of the United States of America, as follows:

1. I am over 18 years of age and competent to make this declaration. The statements contained herein are based on my personal knowledge, and I could testify competently about them if called to do so.

2. I am a Councilmember of the Northern Arapaho Business Council (NABC), the duly elected body charged with governance of the Northern Arapaho Tribe and plaintiff in this lawsuit. I have held that position since 2018.

3. In my capacity as a Councilmember, I am familiar with the rules governing the adoption of NABC resolutions. I am also personally familiar with the Northern Arapaho Tribe's culture and tradition and the manner in which NABC conducts business. The NABC operates by majority vote on resolutions and the Chairman does cast a vote. The NABC resolutions that are discussed in or attached to this declaration were passed in the ordinary course of business. Those records are recorded or caused to be recorded by Tribal Secretary Debbie Antelope, whose job it is to record such resolutions when passed by NABC.

4. Pursuant to a Northern Arapaho General Council Resolution signed April 23, 1941, the Business Council is vested with full authority to act on all matters of Tribal business and affairs; and any action taken by said Business Council as such delegation will be binding upon the Tribe.

5. On June 5, 2019, Chairman Lee Spoonhunter informed Tribal Secretary Debbie Antelope that NABC would vote on NABC resolutions on June 6, 2019. This is the normal way the NABC schedules a vote and preceded to voting on matters, including NABC resolutions.

6. On June 6, 2019, NABC had a morning meeting with the Eastern Shoshone Tribal Council. After the conclusion of the meeting with Eastern Shoshone Tribal Council, Councilwoman Clarinda Calling Thunder informed Councilmen Anthony "Al" Addison and Samuel Dresser that NABC would be voting on the resolutions that were later adopted. Additionally I texted Councilmen Addison and Dresser to remind that NABC would vote on these resolutions. NABC Members Lee Spoonhunter, Clarinda Calling Thunder, Stephen Fast Horse and I arrived back at NABC Chambers to vote on pending matters. Councilman Anthony "Al" Addison returned to the office and promptly left before we began considering each resolution and Councilman Samuel Dresser did not join us to vote, despite being provided full notice and having prior knowledge of the matters to be considered.

7. Once a quorum of four NABC Members was established, Chairman Spoonhunter provided a reasonable amount of time for Councilman Addison to return and for Councilman Dresser to arrive. Once it was evident they would not join NABC conducted business in a normal manner and adopted, among other things, Resolution NABC-2019-1146 by a unanimous vote of the four present councilmembers.

8. After the resolutions were adopted, Chairman Lee Spoonhunter directed our legal counsel to advise the law firm of Baldwin, Crocker & Rudd of the action taken and its consequences to that law firm.

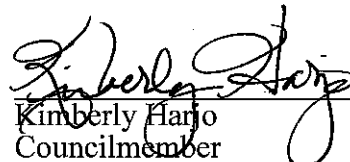
9. Defendants acknowledged receipt of Resolution NABC-2019-1146 and began the process of returning some trust funds and records. Defendant further acknowledged to Northern Arapaho Tribal business Wind River Hotel and Casino that they would not conduct legal services for the Casino due to Resolution NABC-109-1146.

10. Despite multiple requests from Chairman Lee Spoonhunter in an attempt to implement Resolution 109-1146 and similar efforts by Counsel, Defendants refuse to return The Tribes documents and Tribal funds.

11. In times past, the NABC or individual members have asked Kelly Rudd to provide additional support for his billings to the Tribe. Each time he has refused to do so citing confidentiality concerns.

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

Executed this 29 day of July, 2019.




Kimberly Harjo
Councilmember
Northern Arapaho Tribe

STATE OF WYOMING)
) ss
COUNTY OF FREMONT)

SUBSCRIBED, ACKNOWLEDGED AND SWORN TO before me by KIMBERLY HARJO this 29th day of July, 2019.

WITNESS my hand and official seal.



NOTARY PUBLIC
My Commission Expires 5/23/2020





RESOLUTION OF THE
NORTHERN ARAPAHO BUSINESS COUNCIL
WIND RIVER INDIAN RESERVATION
ETHETE, WYOMING

Resolution No. NABC-2019-1102

WHEREAS, the Northern Arapaho Tribe is a federally recognized Indian tribe which elects the Northern Arapaho Business Council ("NABC") as the governing body; and

WHEREAS, the NABC oversees all executives of tribal businesses; and

WHEREAS, the Wind River Hotel & Casino is a tribal business; and

WHEREAS, the contract of Wind River Hotel & Casino Chief Executive Officer Jim Conrad expires in June 2019; and

WHEREAS, the NABC requires an evaluation of Mr. Conrad's performance and management practices in order to objectively review the state of casino operations.

NOW THEREFORE BE IT RESOLVED, that the Northern Arapaho Business Council does hereby approve retaining the law firm Kilpatrick Townsend & Stockton LLP to evaluate the performance of Wind River Hotel & Casino CEO Jim Conrad; and

BE IT FURTHER RESOLVED, that the evaluation process will be conducted consistent with employee evaluation best practices; and

BE IT FURTHER RESOLVED, that the Northern Arapaho Business Council does hereby authorize Kilpatrick Townsend & Stockton LLP to retrieve any contracts, documents and records they deem necessary to complete a thorough evaluation; and

BE IT FURTHER RESOLVED, that the Northern Arapaho Business Council requires all employees, contractors, counsel and vendors to fully cooperate with this evaluation by allowing Kilpatrick Townsend & Stockton LLP to access any requested documents; and

BE IT FURTHER RESOLVED, that the Northern Arapaho Business Council requires all employees, contractors, counsel and vendors to be available for interview upon the requests of KTS; and

BE IT FURTHER RESOLVED, that this resolution supersedes all previous resolutions to the extent there is a conflict;


BE IT FURTHER RESOLVED, that the Chairman is authorized to sign this resolution on behalf of the Northern Arapaho Tribe.

BE IT FINALLY RESOLVED, that the Chairman is authorized to take actions including sending authorization letters necessary to carry out this resolution.

CERTIFICATION

The undersigned, as Chairman of the Northern Arapaho Business Council, hereby certifies that the Northern Arapaho Business Council consists of six (6) members and that four (4) members were present constituting a quorum at a regular meeting of the Northern Arapaho Business Council held on April 3, 2019 and that the foregoing resolution was adopted by a vote of Four (4) members FOR and Zero (0) members AGAINST, Chairman voting, and that the foregoing resolution has not been rescinded or amended in any way.

Done at Ethete, Wyoming, this 3rd day of April, 2019

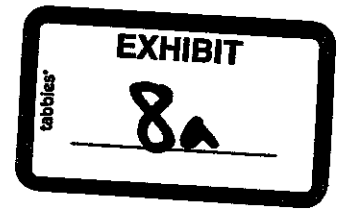


Lee Spoonhunter, Chairman
Northern Arapaho Business Council

ATTEST:



Debbie Antelope, Secretary
Northern Arapaho Business Council



RESOLUTION OF THE
NORTHERN ARAPAHO BUSINESS COUNCIL
WIND RIVER INDIAN RESERVATION
ETHETE, WYOMING

Resolution No. NABC-2019-1143

WHEREAS, the Northern Arapaho Tribe is a federally recognized Indian tribe which elects the Northern Arapaho Business Council ("NABC") as the governing body; and

WHEREAS, the NABC exercises that authority by operation of a majority vote and a majority vote of Council is required for affirmative action of the Tribe; and

WHEREAS, the NABC has determined that as the duly elected representatives of the Northern Arapaho Tribe among its most important duties is to protect the sovereignty of the Tribe at all times; and

WHEREAS, the NABC oversees all executives of tribal businesses; and

WHEREAS, the Wind River Hotel & Casino is a tribal business; and

WHEREAS, the contract of Wind River Hotel & Casino Chief Executive Officer ("CEO") Jim Conrad expires in June 2019; and

WHEREAS, the NABC retained the firm of Kilpatrick, Townsend & Stockton LLP ("KTS") to lead a process to evaluate objectively Mr. Conrad's performance and management practices in order to be fully informed so as to most effectively decide whether to enter into a new employment contract with Mr. Conrad; and

WHEREAS, the NABC effectuated the retention of KTS by and through Resolution No. NABC-2019-1102; and

WHEREAS, since the evaluation process has begun, there have been unprecedented attacks against the Northern Arapaho Tribe and the NABC as the duly elected representatives of the Tribe including threats of lawsuits by Mr. Conrad and others; and

WHEREAS, the NABC decided against entering into a new contract with Mr. Conrad and the Tribe will require legal representation to protect the tribe and its resources, ensure stability, and advise on a search for a new CEO in the post-evaluation stage.

NOW THEREFORE BE IT RESOLVED, that the Northern Arapaho Business Council does hereby retain and authorize KTS to take all necessary steps to defend the Tribe and its duly elected representatives, the Business Council and to represent NABC in all matters concerning Northern Arapaho Gaming Enterprises; and

BE IT FURTHER RESOLVED, that the NABC does hereby restrict all tribal employees and contractors from waiving the sovereign immunity of the Tribe without prior written approval of the NABC Chairman; and

BE IT FURTHER RESOLVED, that the NABC restricts all tribal employees and contractors from entering into any contract on behalf of the Tribe without prior written approval of the NABC Chairman; and

BE IT FURTHER RESOLVED, that the NABC restricts all tribal employees and contractors from authorizing any expenditure of more than \$10,000 without prior written approval of the NABC Chairman; and

BE IT FURTHER RESOLVED, that the NABC authorizes a complete accounting and audit of the Wind River Hotel & Casino, its related entities and contractors; and

BE IT FURTHER RESOLVED, that all employees, contractors, current and former attorneys, businesses, and related entities are hereby directed to preserve, maintain and provide all information requested by KTS (including hard copy documents, e-mails, electronically stored information, off-site records, or archived records) and to cooperate granting interview requests to KTS that are requested reasonably in advance and held at locations of convenience and comfort of the interviewee; and

BE IT FURTHER RESOLVED, that the NABC authorizes KTS to assist in conducting a search for a new CEO at the direction of the NABC and work on additional matters mutually identified by NABC and KTS; and

BE IT FURTHER RESOLVED, that the NABC does hereby authorize KTS to retain local counsel barred in Wyoming with concurrence of the Chairman; and

BE IT FURTHER RESOLVED, that the NABC authorizes KTS exclusively to engage with federal agencies on behalf of the Tribe for the matters mutually identified by NABC and KTS; and

BE IT FURTHER RESOLVED, that this resolution supersedes all previous resolutions, ordinances and actions of the NABC to the extent there is a conflict; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign this resolution on behalf of the Northern Arapaho Tribe; and

BE IT FINALLY RESOLVED, that the Chairman is authorized to take all actions necessary to carry out this Resolution and direct the work of legal counsel.

CERTIFICATION

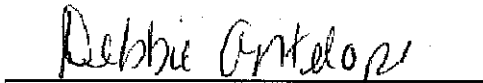
The undersigned, as Chairman of the Northern Arapaho Business Council, hereby certifies that the Northern Arapaho Business Council consists of six (6) members and that four (4) members were present constituting a quorum at a regular meeting of the Northern Arapaho Business Council held on June 6, 2019 and that the foregoing resolution was adopted by a vote of Four (4) members FOR, Zero (0) members AGAINST, Chairman voting, and that the foregoing resolution has not been rescinded or amended in any way.

Done at Ethete, Wyoming, this 6th day of June, 2019



Lee Spoonhunter, Chairman
Northern Arapaho Business Council

ATTEST:



Debbie Antelope, Secretary
Northern Arapaho Business Council

RESOLUTION OF THE
NORTHERN ARAPAHO BUSINESS COUNCIL
WIND RIVER INDIAN RESERVATION
ETHETE, WYOMING



Resolution No. NABC-2019-1147

WHEREAS, the Northern Arapaho Tribe is a federally recognized Indian tribe which elects the Northern Arapaho Business Council ("NABC") as the governing body; and

WHEREAS, the NABC exercises that authority by operation of a majority vote and a majority vote of Council is required for affirmative action of the Tribe; and

WHEREAS, the NABC has determined that as the duly elected representatives of the Northern Arapaho Tribe among its most important duties is to protect the sovereignty of the Tribe at all times; and

WHEREAS, the NABC oversees all tribal businesses; and

WHEREAS, the Wind River Hotel and Casino ("Casino") is a tribal business; and

WHEREAS, the NABC has not received detailed financial information regarding the Casino and contractors, including annual budgets, line item expenditures, list of contractors and other detailed financial information requested by NABC or individual Councilmembers; and

WHEREAS, the NABC has complete authority to gain a detailed reporting of all financial matters related to the Casino and tribal programs; and

WHEREAS, the NABC requires detailed financial information of the Casino in order to effectively govern.

NOW THEREFORE BE IT RESOLVED, that the Northern Arapaho Business Council authorizes a complete independent accounting and audit of the Casino, its related entities and contractors to be completed under exclusive supervision of the NABC with the assistance of Kilpatrick Townsend & Stockton LLP ("KTS"); and

BE IT FURTHER RESOLVED, that the NABC restricts any employees, contractors tribal members or non-members from attempting to interfere with the independent accounting and audit; and

BE IT FURTHER RESOLVED, that the NABC directs the Casino to fully fund the complete accounting and audit; and

BE IT FURTHER RESOLVED, that all employees, contractors, current and former attorneys, businesses, and related entities are hereby directed to preserve, maintain and provide all information requested by KTS (including hard copy documents, e-mails, electronically stored information, off-site records, or archived records) and to cooperate granting interview requests to KTS that are requested reasonably in advance and held at locations of convenience and comfort of the interviewee; and

BE IT FURTHER RESOLVED, that this resolution supersedes all previous resolutions, ordinances and actions of the NABC to the extent there is a conflict; and

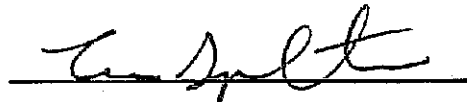
BE IT FURTHER RESOLVED, that the Chairman is authorized to sign this resolution on behalf of the Northern Arapaho Tribe; and

BE IT FINALLY RESOLVED, that the Chairman is authorized to take all actions necessary to carry out this Resolution and direct the work of legal counsel.

CERTIFICATION

The undersigned, as Chairman of the Northern Arapaho Business Council, hereby certifies that the Northern Arapaho Business Council consists of six (6) members and that four (4) members were present constituting a quorum at a regular meeting of the Northern Arapaho Business Council held on June 6, 2019 and that the foregoing resolution was adopted by a vote of Four (4) members FOR, Zero (0) members AGAINST, Chairman voting, and that the foregoing resolution has not been rescinded or amended in any way.

Done at Ethete, Wyoming, this 6TH day of June, 2019.



Lee Spoonhunter, Chairman
Northern Arapaho Business Council

ATTEST:



Debbie Antelope, Secretary
Northern Arapaho Business Council