

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

(1) **JAMES DILLON**, on Behalf of)
Himself and All Others Similarly)
Situating,)
))
Plaintiff,)
vs.)
))
(1) **BMO HARRIS BANK, N.A.**,)
(2) **FOUR OAKS BANK & TRUST**, a)
North Carolina Chartered Bank,)
(3) **GENERATIONS FEDERAL)
CREDIT UNION**, and)
(4) **BAY CITIES BANK**, a Florida)
State-Chartered Bank,)
))
Defendants.)

Case No. CIV-15-1012-D
(Original M.D.N.C. No. 1:13-CV-897)

**NON-PARTY GREAT PLAINS LENDING LLC’S MOTION TO QUASH
DEPOSITION SUBPOENA *DUCES TECUM* AND/OR FOR PROTECTIVE
ORDER**

Non-Party GREAT PLAINS LENDING LLC (“Great Plains”), an entity wholly-organized and existing under the laws of the Otoe-Missouria Tribe of Indians, a federally-recognized Indian tribe located in Oklahoma (“Tribe”), hereby moves pursuant to Federal Rule of Civil Procedure 45(d)(3)(A) and 45(f) to quash a certain *Subpoena to Testify at a Deposition in a Civil Action* (the “Subpoena”) issued against Great Plains—a non-party to the primary action—in the matter styled *James Dillon v. BMO Harris Bank, N.A., et al.*, No.: 1:13-CV-897 (M.D.N.C. filed Aug. 13, 2015), currently pending before the United States District Court for the Middle District of North Carolina (the “North Carolina Action”). Alternatively, Great Plains moves pursuant to Federal Rule of Civil Procedure 26(c)(1) for a protective order forbidding the discovery sought pursuant to the Subpoena in light of the Tribe and Great Plains’ sovereign immunity from judicial process.¹

¹ Great Plains files this Motion for the limited purpose of contesting the North Carolina Court’s jurisdiction to enforce the Subpoena. Such limited or special appearance shall not be construed as waiving any

I. INTRODUCTION

As an economic arm of the Otoe-Missouria Tribe of Indians (“Tribe”), Great Plains is protected by tribal sovereign immunity against all aspects of the judicial process, including subpoenas. In blatant disregard of that immunity, the Plaintiffs in the North Carolina Action nonetheless served Great Plains with the Subpoena, which purported to compel it to testify at a September 17, 2015 deposition and produce certain documents.

Pursuant to Rule 45(d), Great Plains now seeks an order quashing the Subpoena. In the alternative, Great Plains seeks a protective order, pursuant to Rule 26(c), on the grounds that the North Carolina Court lacks personal and subject matter jurisdiction over the Tribe, Great Plains and its officers, absent an unequivocal waiver of sovereign immunity by the Tribe or an act of Congress—neither of which have occurred.

II. FACTUAL BACKGROUND

As set forth above, the Tribe is a federally recognized Indian Tribe located in Red Rock, Oklahoma that possesses sovereign common law immunity from suit. *See* Declaration of John Shotton (“Shotton Decl.”), filed concurrently herewith (**Exhibit 1**), at ¶ 2. As a wholly-owned entity and an economic arm of the Tribe, Great Plains—whose stated purpose is to advance the Tribe’s economic development and to aid in addressing issues of public health, safety, and welfare.—also enjoys the Tribe’s sovereign immunity. *Id.* at ¶¶ 7-11.

On October 8, 2013, a federal class action lawsuit was initiated by Plaintiff James Dillon (“Dillon”) in the North Carolina Court against a number of financial institutions seeking monetary damages, restitution, and declaratory and injunctive relief. (“North Carolina Action”). *See* Declaration of Saba Bazzazieh (“Bazzazieh Decl.”), filed

arguments that Great Plains has with regard to its sovereign immunity or the North Carolina Court’s lack of jurisdiction. Indeed, courts have routinely recognized that a sovereign’s limited appearance in legal proceedings for the purpose of seeking dismissal for lack of jurisdiction does not waive any claims to sovereign immunity. *See e.g., Kansas v. United States*, 249 F.3d 1213, 1220 (10th Cir. 2001); *Zych v. Wrecked and Abandoned Vessel*, 960 F.2d 665, 667-68 (7th Cir. 1992); *Lac Du Flambeau Band of Lake Superior Chippewa Indians, et al. v. Norton*, 327 F.Supp.2d 995, 1000 (W.D. Wis. 2004); *Wyandotte v. Kansas City*, 200 F.Supp.2d 1279, 1287 (D.Kan. 2002); *Miami Tribe of Okla. v. Walden*, 206 F.R.D. 238 (S.D. Ill. 2001).

concurrently herewith (**Exhibit 2**), ¶ 3. Importantly, Great Plains is not a named Defendant in the North Carolina Action.

On or about August 13, 2015, Plaintiff Dillon issued the Subpoena to Great Plains—seeking in person testimony and production of documents on September 17, 2015 in Oklahoma City, Oklahoma. *See* Plaintiff’s Notice of Subpoena of Non-Parties Prior to Service at 39, *James Dillon v. BMO Harris Bank, N.A., et al.*, No.: 1:13-CV-897 (M.D.N.C. filed Aug. 13, 2015) (“Subpoena”), a true and correct copy of which is attached to the Shotton Decl. as Exhibit “C” thereto. The Subpoena seeks the production of documents as well as in-person testimony from Great Plains over 30 different areas of inquiry that delve into sensitive and proprietary affairs of Great Plains and the Tribe.

It is undisputed (and Plaintiff Dillon does not contest) that neither the Tribe nor Great Plains has ever waived their sovereign immunity or consented to be involved in this action in any capacity whatsoever. Shotton Decl., ¶ 14. Therefore, the North Carolina Court lacks jurisdiction over the Tribe, Great Plains and any of its employees, officers and agents to enforce the Subpoena.

On August 14, 2015, legal counsel to Great Plains telephonically conferred with Plaintiff Dillon’s legal counsel, explaining the sovereign status of Great Plains and the Tribe and requesting voluntarily withdrawal of the Subpoena as a result thereof. Bazzazieh Decl. ¶ 5. Written correspondence was subsequently submitted to Plaintiff’s legal counsel, consistent with this discussion. *Id.* at ¶ 6. Plaintiff’s legal counsel has refused or otherwise declined to voluntarily withdraw the Subpoena *Id.* at ¶ 7.²

III. ARGUMENTS AND AUTHORITIES

A. AS AN ARM OF THE TRIBE, GREAT PLAINS IS PROTECTED BY TRIBAL SOVEREIGN IMMUNITY.

² Great Plains asserts the meet and confer requirements are met in that counsel for Great Plains telephonically conferred with counsel for the Plaintiffs, the distance between said counsels’ offices rendering a personal conference infeasible. No accord was reached on the matter, resulting in the filing of this Motion. Bazzazieh Decl. ¶ 5.

The doctrine of tribal sovereign immunity extends to more than the just principal governing entity of a federally recognized tribe. Tribal sovereign immunity also protects political and economic subdivisions of a tribal government, known as arms of the Tribe. In the Tenth Circuit, to determine whether an entity is considered an arm of the Tribe, courts look to the following factors: “(1) their method of creation; (2) their purpose; (3) their structure, ownership, and management, including the amount of control the tribe has over the entities; (4) whether the tribe intended for the entities to have tribal sovereign immunity; (5) the financial relationship between the tribe and the entities; and (6) whether the purposes of tribal sovereign immunity are served by granting immunity to the entities.” *Breakthrough Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F.3d 1173, 1181 (10th Cir.2010).

As applied here, these factors clearly demonstrate that Great Plains is an arm of the Tribe. Great Plains was created pursuant to tribal law, namely, the Otoe-Missouria Tribe of Indians Limited Liability Company Act. Shotton Decl. at 7. Great Plains was specifically created to advance tribal economic development to aid in addressing issues of public health, safety, and welfare. *Id.* at 11. Pursuant to the LLC Act, the Tribe expressly conferred upon Great Plains the protection of sovereign immunity. Moreover, the Tribal LLC Act, under which Great Plains was formed, provides that tribal entities may only waive sovereign immunity pursuant to a written resolution from the Board of Directors, with explicit language of waiver, and that the waiver must be limited as to duration, scope, transaction, and applicable law. *Id.* at 7. All profits of Great Plains inure to the benefit of the Tribe, and are used to fund essential governmental and social welfare programs, such as scholarships and child care. *Id.* at 11. Great Plains’ sovereign immunity also clearly serves the purposes of sovereign immunity. As the Tenth Circuit has explained, “immunity for subordinate economic entities directly protects the sovereign Tribe’s treasury, which is one of the historic purposes of sovereign immunity in general.” *Breakthrough Mgmt.*, 629 F.3d at 1195 (citation omitted). The Tenth Circuit has also noted that the purposes of sovereign immunity are especially well-served when,

as here, the entity being protected “promote[s] and fund[s] the Tribe’s self-determination through revenue generation and the funding of diversified economic development.” *Id.*

B. THE MOTION TO QUASH SHOULD BE GRANTED BECAUSE THE TRIBE IS IMMUNE TO ALL ASPECTS OF THE JUDICIAL PROCESS.

The United States Supreme Court has recognized tribal sovereign immunity is a “core aspect” of tribal sovereignty. *Michigan v. Bay Mills Indian Community*, 134 S.Ct. 2024, 2030 (2014). *Bay Mills* follows a long line of Supreme Court jurisprudence holding that Indian tribes are immune from suit absent explicit tribal consent or Congressional authorization. *See, e.g., Kiowa Tribe of Okla. v. Manufacturing Technologies, Inc.*, 523 U.S. 751, 754-756, (1998); *Okla. Tax Comm’n v. Citizen Band Potawatomi Indian Tribe*, 498 U.S. 505, 509 (1991) (holding that tribal sovereign immunity barred the State of Oklahoma from suing a tribe to collect a sales tax); *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978) (holding that suit against a tribe to enforce federal statutory rights was barred by tribal sovereign immunity); *Puyallup Tribe v. Washington Dept. of Game*, 433 U.S. 165, 172 (1977) (holding that tribal sovereign immunity barred a State agency from suing a tribe).

Tribal sovereign immunity extends beyond a Tribe’s political operations and into its economic operations. As the Court made clear in *Kiowa*, tribal immunity does not hinge on whether the conduct in question is governmental or commercial, nor does it hinge on whether the conduct is on- or off-reservation. *Kiowa*, 523 U.S. at 759. In *Bay Mills* the Court declined to overrule *Kiowa*; instead the Court reiterated that “it is fundamentally Congress’s job, not ours, to determine whether or how to limit tribal immunity.” *Bay Mills*, 134 S.Ct. at 2037-38.

Tribal sovereign immunity from “suit” protects tribes and arms of tribes against *all* aspects of the judicial process; it is *not* limited to protecting tribes against being named defendants in formally conducted civil litigation. In fact, just last year the Tenth Circuit squarely held that a subpoena *duces tecum* “is a ‘suit’ against the Tribe, triggering

sovereign immunity.” *Bonnet v. Harvest (U.S.) Holdings, Inc.*, 741 F.3d 1155 (10th Cir.2014). The court reasoned that under circuit precedent, “the term ‘suit’ embodies the broad principle that the government is not subject to ‘legal proceedings, at law or in equity’ or ‘judicial process’ without its consent.” *Id.* at 1159 (quoting *United States v. Murdock Mach. & Eng’g Co. of Utah*, 81 F.3d 922, 931 (10th Cir.1996); (emphasis in original). Moreover, Circuit precedent also expressly acknowledged that “[t]he issuance of a subpoena initiates an adversary process that can command the production of documents and things *only after judicial process is afforded.*” *Id.* (quoting *Becker v. Kroll*, 494 F.3d 904, 922 (10th Cir.2007); (emphasis in original). As the court concluded, boiled down, the rationale goes: “tribes are immune from ‘suit’ under *Kiowa*, ‘suit’ includes ‘judicial process’ under *Murdock*, and a subpoena duces tecum is a form of judicial process under *Becker.*” *Id.* at 1160. It followed, therefore, that tribal sovereign immunity protects tribes and arms of tribes against subpoenas absent their consent or abrogation of immunity by Congress.

Bonnet controls the outcome here. There is no relevant difference between *Bonnet* and this case. The Tenth Circuit has made it abundantly clear that a tribe does not surrender the protections of sovereign immunity merely by participating in commercial endeavors through an arm of the tribe. *See Breakthrough Mgmt.*, 629 F.3d at 1195–96 (holding that a tribe’s gaming authority and casino were protected by tribal sovereign immunity). Like the gaming authority and casino at issue in *Breakthrough Management*, Great Plains is an arm of the Tribe. Therefore, under *Bonnet*, Great Plains possesses absolute protection against subpoenas such as the one issued against it as part of the North Carolina Action.

IV. CONCLUSION

As set forth above, the Tribe, Great Plains and Chairman Shotton enjoy sovereign immunity from both judicial processes, including the exercise of subpoena jurisdiction at issue here in respect to the North Carolina Action. There has been no waiver of sovereign immunity by the Tribe, Great Plains or Chairman Shotton. Accordingly, the

Court from which the subpoena was issued lacks both personal and subject matter jurisdiction over the matter. The Subpoena should be quashed and a protective order entered accordingly.

WHEREFORE, the Tribe and Great Plains pray this Court grant its Motion and either quash the Subpoena entirely or issue a protective order preventing Plaintiffs and/or the North Carolina Court from attempting to compel the Tribe, Great Plains or any of its officials to comply with the Subpoena in any matter whatsoever, that it award the Tribe and Great Plains their attorneys' fees and costs expended in furtherance hereof, and that it grant them such other and further relief deemed to be just and proper.

Respectfully submitted,



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**Attorneys for the Non-Party/Movant,
GREAT PLAINS LENDING, LLC**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 17, 2015, he caused a true and correct (unfiled) copy of the foregoing instrument to be deposited into U.S. Mails addressed to:

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DECLARATION OF JOHN SHOTTON

I, John Shotton, hereby declare as follows:

1. I am over the age of eighteen (18) years old and am competent to make this declaration. Everything stated herein is based on my personal knowledge. I would be competent to testify as to these facts if called upon to do so in a court of law or administrative proceeding.

2. I currently serve as the elected Chairman of the Otoe-Missouria Tribe of Indians the “Tribe”), a federally recognized Indian tribe located in Red Rock, Oklahoma, and have served in this capacity since 2007.

3. I also serve as the Secretary/Treasurer of Great Plains Lending, LLC “Great Plains”), a business wholly owned and operated by the Tribe.

4. On February 4, 1984, the Tribe adopted the Constitution of the Otoe-Missouria Tribe of Indians as the supreme law governing all affairs of the Tribe.

5. Under Article IV, Section 1 of the Tribe’s Constitution, the Tribal Council, of which I am Chairman, serves as the Tribe’s governing body.

6. As the Tribe’s governing body, the Tribal Council has the power to make all laws and ordinances for the benefit of the Tribe.

7. The Tribal Council exercised its constitutional power and adopted the Otoe-Missouria Tribe of Indians Limited Liability Company Act the “LLC Act”) on May 4, 2011, which governs the formation of businesses within the Tribe’s jurisdiction, including wholly owned and operated Tribal businesses. A true and correct copy of the LLC Act is attached hereto as **Exhibit A**.

8. The LLC Act established that wholly owned corporate entities created under the Act would be instrumentalities and arms of the Tribe and that the officers of such instrumentalities and arms would be deemed officers of the Tribe.

9. The LLC Act established that wholly owned corporate entities created under its authority would be established for the purpose of carrying out the authorities

and responsibilities of the Tribe for economic development of the Tribe and advancement of its citizens.

10. Under the LLC Act, the Tribal Council passed Resolution OMTC #54293, creating Great Plains Lending, LLC on May 4, 2011. A true and correct copy of Resolution OMTC #54293 is attached hereto as **Exhibit B**.

11. Pursuant to Tribal law, Great Plains was created to advance the Tribe's economic development and to aid in addressing issues of public health, safety, and welfare.

12. On or about August 13, 2015, I was made aware of a subpoena issued to Great Plains by Plaintiff James Dillion in an action pending before the United States District Court for the Middle District of North Carolina, an action to which Great Plains is not a party. *See* Plaintiff's Notice of Subpoena of Non-Parties Prior to Service at 39, *James Dillon v. BMO Harris Bank, N.A., et al.*, 1:13-CV-897 (M.D.N.C. filed Aug. 13, 2015) "Subpoena"), a true and correct copy of which is attached hereto as **Exhibit C**.

13. The Subpoena seeks production and in person testimony related to over 30 different areas of inquiry that delve into sensitive and proprietary information concerning Great Plains and the Tribe.

14. Neither the Tribe nor Great Plains has ever waived their sovereign immunity from judicial process in the above-referenced action.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 6 day of September, 2015.



John Shotton



OTOE-MISSOURIA TRIBE OF INDIANS

8151 HIGHWAY 177
RED ROCK, OK 74651-0348

RESOLUTION

“A Resolution to Adopt Limited Liability Company (llc) Codes for the Otoe-Missouria Tribe of Indians”

OMTC # 54292 FY- 2011

NOW, THEREFORE, BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE OTOE-MISSOURIA TRIBE OF INDIANS, and

WHEREAS, the Otoe-Missouria Tribal Council, the Governing Body of the Otoe-Missouria Tribe of Oklahoma, in accordance with the Tribal Constitution, Article VIII-Powers, Section I. Tribal Council, duly convened to discuss, review and approve Tribal business, and

WHEREAS, the Otoe-Missouria Tribal Council has been vested with authority to enact Tribal law and adopt regulations to administer governmental functions of the Tribe, and

WHEREAS, the Otoe-Missouria Tribal Council has reviewed the Otoe-Missouria Limited Liability Code

THEREFORE, BE IT RESOLVED, the Otoe-Missouria Tribal Council hereby adopt and approve the attached Otoe-Missouria Limited Liability Code for the betterment of the Tribe.

CERTIFICATION

We, the undersigned Chairman and Secretary of the Otoe-Missouria Tribal Council, do hereby certify, by signature, that the above and foregoing Resolution was approved and adopted on this 4th day of May, 2011, with a quorum present, and a vote of 6 for, 0 against, 0 absent, and 1 abstaining.



John R. Shotton
Chairman

(SEAL)

ATTEST: 
Barbara Childs-Walton
Secretary

An Act

To provide regulations for organizing limited liability companies within the Otoe-Missouria Tribe of Indians.

Be it enacted by the Tribal Council of the Otoe-Missouria Tribe of Indians:

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LIMITED LIABILITY COMPANIES

PART 1. GENERAL PROVISIONS

SECTION 101. SHORT TITLE

This act shall be known as the Otoe-Missouria Tribe of Indians Limited Liability Company Act (the "Act").

SECTION 102. AUTHORITY AND

PURPOSES

1. This Act is enacted pursuant to the Otoe-Missouria Tribe of Indians and as specifically authorized by the Constitution of the Otoe-Missouria Tribe of Indians.
2. The Otoe-Missouria Tribe of Indians Tribal Council finds that the regulation of persons engaged in trade and business is necessary to safeguard and promote the peace, safety, morals, and general welfare of the Otoe-Missouria Tribe of Indians.
3. The purposes of this Act are to provide for economic development for the Otoe-Missouria Tribe of Indians and its citizens by providing the legal framework for organizing business entities under Otoe-Missouria Tribe of Indians law in order to expand the private business sector, and to provide for the organization of arms of the tribe into entities to promote economic development and the general welfare of the Otoe-Missouria Tribe of Indians.
4. This Act is enacted pursuant to the inherent sovereign tribal powers expressly outlined in the Constitution that recognizes the jurisdiction of the Otoe-Missouria Tribe of Indians to extend over all persons, subjects, property, and over all activities that occur within the territory of the Otoe-Missouria Tribe of Indians and over all Otoe-Missouria citizens, subjects, property, and activities outside such territory affecting the rights and laws of the Otoe-Missouria Tribe of Indians.
5. By the adoption of this Act, except as provided herein, the Otoe-Missouria Tribe of Indians does not waive its sovereign immunity or consent to suit in any court, federal tribal or state, and neither the adoption of this Act, nor the incorporation of any limited liability company hereunder, shall be construed to be a waiver of the sovereign immunity of the Otoe-Missouria Tribe of Indians or a consent to suit against the Otoe-Missouria Tribe of Indians in any court.

SECTION 103. SCOPE

This Act shall apply to all limited liability companies organized under Otoe-Missouria Tribe of Indians law or which elect to accept the provisions of this Act, including all LLCs wholly owned by the Otoe-Missouria Tribe of Indians, whether directly or as a wholly-owned subsidiary of another LLC or an Entity wholly owned by the Otoe-Missouria Tribe of Indians.

SECTION 104. APPLICABLE LAW

The companies organized and created under this Act shall be subject to this Act and all other laws of the Otoe-Missouria Tribe of Indians.

SECTION 105. DEFINITIONS

Terms used in this Act have the following meaning:

1. "Articles of Organization" means the articles of organization filed under Section 201 (and Section 922, if applicable) and those articles as amended or restated from time to time.
2. "Corporation" means any corporation for profit organized under the laws of the Tribe or a foreign corporation formed under the laws of any other jurisdiction.
3. "Court" means the Tribal Court as established by the Constitution of the Otoe-Missouria Tribe of Indians.
4. "Distribution" means a direct or indirect transfer by an LLC of money or other property to or for the benefit of its Members in respect of their interests.
5. "Domestic Limited Liability Company" means an LLC formed under this Act.
6. "Entity" means any general partnership, limited partnership, LLC, trust, estate, association, Corporation, the Tribe, or any other legal or commercial entity.
7. "Foreign" refers to any Entity organized under the laws of a jurisdiction other than the Tribe.
8. "LLC" means a limited liability company.
9. "LLC Interest" means a Member's rights in the LLC, including rights to distributions, profits and losses, and to participate in management of the LLC, as specified in this Act and the Operating Agreement (if any).
10. "Major Interest" means Member(s) that have contributed more than fifty percent (50%) of the value of all total capital contributions to the LLC, excluding any interest which is not to be counted as voting on a matter as described elsewhere in this Act.

11. "Manager" "Managers" means the Person(s) designated to manage the LLC pursuant to the Articles of Organization or Operating Agreement.
12. "Member" means a Person who has been admitted to membership in an LLC and who has not dissociated from the LLC.
13. "Organizer(s)" means the Person(s) that signs and delivers the Articles of Organization for filing to the Secretary.
14. "Operating Agreement" means an agreement in writing among all of the Members as to the conduct of the business of an LLC and the relationships among its Members.
15. "Person" means any individual or Entity.
16. "Secretary" means the individual duly appointed or elected to serve in the administrative capacity with all the rights, duties, obligations, and authority as authorized by the Tribe.
17. "State" includes a state, territory, or possession of the United States and the District of Columbia.
18. "Tribal Council" means the legislative branch of the government of the Tribe as established under Constitution of the Tribe.
19. "Tribe" means the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe.

SECTION 106. NAME

1. The name of an LLC as set forth in its Articles of Organization must contain the words "limited liability company" or end with the abbreviation "L.L.C." or "LLC". The words "limited" and "company" may be abbreviated as "ltd." and "co.", respectively. The name may not contain language stating or implying that the LLC is organized for any purpose other than that permitted under Section 109, below.
2. The name of a Domestic LLC shall be distinguishable from any other Domestic LLC or Tribal Corporation.

SECTION 107. REGISTERED OFFICE AND REGISTERED AGENT

1. An LLC's registered agent is the LLC's agent for receiving service of process, notice, or demand required or permitted by law to be served on the LLC under the laws of the Tribe.
2. Each LLC shall continuously maintain a registered office and a registered agent. The registered office may, but need not, be the same as any of its places of business. The registered agent may be a designated office of the Tribe rather than a specified individual,

provided that the Tribe is a Member of the LLC in which the Tribal officer is the registered agent.

3. An LLC may change its registered office or registered agent, or both, by filing a written notice of change containing the name of its registered agent and the street address of its registered office, as changed, with the Secretary and paying the requisite filing fee.
4. The registered agent of an LLC may resign as registered agent by delivering to the Secretary, with a copy to each Member of the LLC, for filing a written statement of resignation and the appointment by the LLC of another registered agent.

SECTION 108. TRIBE AS MEMBER

1. The Tribe shall form or become a Member of an LLC formed under this Act only upon approval of such action by resolution of the Tribal Council.
2. If the Tribe is a Member of any LLC formed under this Act, any action which the Tribe is required or permitted to take with respect to any vote, approval, consent, appointment, direction, or other matter shall be taken as specified in Section 931 of this Act or, as to actions related to the managers of a manager-managed LLC, as stated in the LLC's Articles of Organization approved by the Tribal Council and the Chairman.
3. In no event shall any manager not a Member of an LLC in which the Tribe is a Member, bind the Tribe in any manner; provided that the Tribe's interest as a Member may be bound by Manager or Member actions as stated in this Act or the Operating Agreement of the LLC.
4. Nothing contained in this Act shall be construed as creating any liability or waiving of sovereign immunity of the Tribe in any manner; provided that the assets of the LLC in which the Tribe holds an interest may be subject to liabilities and claims unless otherwise provided herein. In no event shall any action taken by the Tribe as Member concerning the exercise of any right or privilege or discharge of any duty with respect to an interest in an LLC be construed as a waiver of immunity or creation of a liability on the part of the Tribe separate and apart from its interest as a Member of the LLC.
5. If the Tribe is the sole Member of an LLC formed under this Act, such LLC shall possess the Tribe's sovereign immunity from suit except to the extent otherwise provided in its Articles of Organization or Operating Agreement, or as expressly waived pursuant to Section 913.
6. If the Tribe is the sole Member of an LLC formed under this Act, the additional provisions of Part 9 of this Act shall apply.

SECTION 109. NATURE OF BUSINESS

An LLC may be organized under this Act for any lawful purpose. Unless otherwise provided in its Operating Agreement, an LLC organized and existing under this Act has the same powers as an

individual to do all things necessary and convenient to carry out its business, including, but not limited to, the following:

1. Sue and be sued, complain, and defend in its name; provided that if an LLC is wholly owned by the Tribe, or wholly owned by a Domestic LLC or Tribal Corporation, or other Entity which itself is wholly owned by the Tribe, it shall be entitled to and shall enjoy the Tribe's sovereign immunity from suit unless the Articles of Organization otherwise provide.
2. Purchase, take, receive, lease, or otherwise acquire and own, hold, improve, use, and otherwise deal in or with real or personal property, or any legal or equitable interest in real or personal property, wherever situated.
3. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or otherwise dispose of all or any part of its property.
4. Lend money, property, and services to, and otherwise assist, its Members and Managers, if any.
5. Purchase, take, receive, subscribe for, or otherwise acquire and own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and deal in and with shares or other interests in, or obligations of, any other enterprise or Entity.
6. Make contracts and guarantees; incur liabilities; borrow money; issue notes, bonds, and other obligations; and secure any of its obligations by mortgage or pledge of all or part of its property, franchises, and income.
7. Lend money, invest and reinvest its funds, and receive and hold real or personal property as security for repayment.
8. Conduct its business, locate offices, and exercise the powers granted by this Act.
9. Be a promoter, incorporator, partner, member, associate, or manager of any enterprise or Entity.
10. Elect or appoint Managers, agents, and employees, define their duties, and set their compensation.
11. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, and benefit or incentive plans for any or all of its current or former Members, Managers, employees, and agents.
12. Make donations to and otherwise devote its resources for the public welfare or for charitable, scientific, educational, humanitarian, philanthropic, or religious purposes.
13. Indemnify a Member, Manager, employee, officer or agent, or any other Person.

14. Provide benefits or payments to Members, Managers, employees, and agents of the LLC, and to their estates, families, dependants, or beneficiaries in recognition of the past services of the Member, Managers, employees, and agents of the LLC.
15. Make payments or donations, or do any other act not prohibited by law, that furthers the business of the LLC.
16. Transact any lawful business that the Members or the Managers find to be appropriate to promote and further the business and affairs of the LLC.

SECTION 110. EXECUTION OF DOCUMENTS

1. Except as otherwise provided in this Act, any document required or permitted by this Act to be delivered for filing to the Secretary shall be executed by any of the following:
 - a. Any Manager, if management of the LLC is vested in a Manager or Managers, or by a Member, if management of the LLC is reserved to the M.
 - b. All Organizer(s) of the LLC if the LLC has not been organized. The name and address of each Organizer shall be provided.
 - c. The name of the drafter of the document.
2. The Person executing the document shall sign it and state beneath or opposite the signature the Person's name and capacity in which the Person signs.
3. The Person executing the document may do so as an attorney-in-fact. Except as provided in Section 305.1.b, powers of attorney relating to the executing of the document need not be shown to nor filed with the Secretary.

SECTION 111. FILING

1. The office of the Secretary shall receive all filings required under this Act and maintain the records of such filings pursuant to this Act, including, but not limited to, Articles of Organization, amended or restated Articles of Organization, annual reports, names and addresses of registered offices and registered agents, and all other reports as required by this Act.
2. Upon receipt of a document for filing under this Act, the Secretary shall ensure it meets the requirements herein and then shall stamp or otherwise endorse the date and time of receipt of the original, the duplicate copy, and, upon request, any additional copy received.
3. If the Secretary refuses to file any requested document, the Secretary shall return it to the Person tendering such document for filing within five (5) business days after the date on

which such document is received by the Secretary for filing, together with a brief written explanation of the reason for refusal.

4. Any document accepted by the Secretary shall be effective at the time of receipt unless a delayed effective date and/or time not more than ninety (90) days after receipt by the Secretary is specified in the document.
5. The Secretary shall impose a reasonable filing fee for each document filed, initially not to exceed the sum of \$100.00, and an annual renewal fee initially not to exceed the sum of \$25.00. The Secretary shall post a schedule of all fees or otherwise promptly communicate the amount of any fee upon request.

SECTION 112. CERTIFICATE OF STATUS

Any individual may obtain from the Secretary, upon request, a certificate of status for either a Domestic LLC or a Foreign LLC.

SECTION 113. EXECUTION BY JUDICIAL ACT

Any Person who is adversely affected by the failure or refusal of any Person to execute and file the Articles of Organization or any other document to be filed under this Act may petition the Court to direct the execution and filing of the Articles of Organization or such other document.

SECTION 114. INTERSTATE APPLICATION

An LLC may conduct its business, carry on its operations, and have and exercise the powers granted by this Act, in any sovereign Native American nation, any State or in any Foreign jurisdiction.

PART 2. ARTICLES OF ORGANIZATION AND DEALING WITH LLC

SECTION 201. ARTICLES OF ORGANIZATION

1. One or more Persons may organize an LLC by signing and delivering Articles of Organization to the Secretary for filing. The Organizer(s) need not be Members of the LLC at the time of organization or at any time thereafter.
2. An LLC shall have one or more Members.
3. The Articles of Organization shall contain all of, and only, the following information:
 - a. A statement that the LLC is organized under this Act.
 - b. A name for the LLC that satisfies the provisions of this Act.

- c. The street address of the registered office and the name of the registered agent at such registered office. In the case of an LLC wholly owned by the Tribe, such registered office and agent shall be located within the boundaries of the Otoe-Missouria Tribe of Indians Indian Country.
 - d. If management of the LLC is vested in one or more Managers or a Board of Directors, a statement to that effect.
 - e. Whether the LLC is wholly owned by the Tribe.
 - f. If wholly owned by the Tribe, whether the LLC is to enjoy the Tribe's sovereign immunity and the scope of any waiver of that immunity.
4. The Secretary shall assign to each LCC formed by filing Articles of Organization a unique identification number.
 5. An LLC may amend or restate its Articles of Organization at any time by delivering an amendment or restatement, as applicable, with the requisite filing fee, for filing to the Secretary.
 6. Effect of Delivery or Filing.
 - a. An LLC is formed when the Articles of Organization become effective under Section 111.4.
 - b. The Secretary filing of the Articles of Organization is conclusive proof that the LLC is organized and formed under this Act.

SECTION 202. AGENCY POWER OF MEMBERS AND MANAGERS

1. Except as provided in subsection 2, below:
 - a. Each Member is an agent of the LLC, but not of the other Members or any of them, for the purpose of the business of the LLC.
 - b. The act of any Member, including the execution in the name of the LLC of any instrument for apparently carrying on in the ordinary course of business the business of the LLC, binds the LLC in the particular matter, unless the Person with whom such Member is dealing has knowledge that such Member has no authority to act for such matter.
 - c. If the Tribe is a Member, the Tribe's authority therefor shall be exercised pursuant to Section 931.
2. If management of the LLC is vested in one or more Managers:

- a. Each Manager is an agent of the LLC, but not of the other Members, for the purpose of its business. The act of any Manager, including the execution in the name of the LLC of any instrument for apparently carrying on the ordinary course of business of the LLC, binds the LLC, unless the manager has, in fact, no authority to act for the LLC in the particular matter, and the Person with whom such Manager is dealing has knowledge that such Manager has no authority to act for such matter.

SECTION 203. ADMISSIONS OF MEMBERS AND MANAGERS

1. Except as provided in Section 203.2, an admission or representation made by any Member concerning the business of an LLC within the scope of the Member's actual authority may be used as evidence against the LLC in any legal proceeding.
2. If management of the LLC is vested in one or more Managers:
 - a. An admission or representation made by a Manager concerning the business of an LLC within the scope of the Manager's authority may be used as evidence against the LLC in any legal proceeding.
 - b. The admission or representation of any Member, acting solely in the Member's capacity as a Member, is not evidence against the LLC in any legal proceeding.

SECTION 204. KNOWLEDGE OF OR NOTICE TO MEMBER OR MANAGER

1. Except as provided in Section 204.2), notice to any Member of any matter relating to the business of an LLC, and the knowledge of a Member acting in the particular matter, acquired while a Member or known by the Person at the time of becoming a Member, and the knowledge of any Member who reasonably could and should have communicated it to the acting Member, operates as notice to or knowledge of the LLC.
2. If management of the LLC is vested in one or more managers:
 - a. Notice to any Manager of any matter relating to the business of the LLC, and the knowledge of the Manager acting in the particular matter acquired while a Manager or known by the Person at the time of becoming a Manager and the knowledge of any other Manager who reasonably could and should have communicated it to the acting Manager, operates as notice to or knowledge of the LLC.
 - b. Notice to or knowledge of any Member while the Member is acting solely in the capacity of a Member is not notice to or knowledge of the LLC.

SECTION 205. LIABILITY OF MEMBERS TO THIRD PARTIES

The debts, obligations, and liabilities of an LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the LLC. Except as otherwise specifically provided for in this Act, a Member or Manager of an LLC is not personally liable for any debt, obligation, or liability of an LLC. Nothing in this Section 205 is intended to waive the LLC's sovereign immunity as provided in Sections 108.4 and 108.5.

SECTION 206. PARTIES TO ACTION

A Member of an LLC is not a proper party to a proceeding by or against an LLC solely by reason of being a Member of such LLC, except if any of the following exist:

1. The object of the proceeding is to enforce a Member's right against or liability to the LLC.
2. The action is brought by a Member under Section 207.

SECTION 207. AUTHORITY TO SUE

Unless otherwise provided in the Operating Agreement, an action on behalf of an LLC may be brought in the name of the LLC by:

1. One or more Members of the LLC, if authorized by a Majority in Interest, excluding the vote of any Member who has an interest in the outcome of the action that is adverse to the interest of the LLC.
2. One or more Managers of an LLC if the management of the LLC is vested in one or more Managers, or if the Managers are authorized to sue by a Majority in Interest.

PART 3. MEMBERS AND MANAGERS

SECTION 301. MANAGEMENT

1. Unless the Articles of Organization vest management in one or more Managers, management of the LLC shall be vested in the Members subject to any provision in the Operating Agreement or this Act restricting or enlarging the management rights and duties of any Member or group of Members.
2. If the Articles of Organization vest management in one or more Managers, management of the business or affairs of the LLC shall be invested in the Manager or Managers subject to any provisions in the Operating Agreement or this Act restricting or enlarging the management rights and duties of any Manager or group of Managers. Unless otherwise provided in Operating Agreement, the Manager or Managers:

- a. Shall be designated, appointed, elected, removed, or replaced by a vote of a Majority in Interest.
- b. Need not be Members of the LLC nor individuals.
- c. Unless earlier removed or earlier resigned, shall hold office until a successor is elected and qualified.

SECTION 302. DUTIES

Unless otherwise provided in the Operating Agreement:

1. No Member or Manager shall act or fail to act in a manner that constitutes any of the following:
 - a. A willful failure to deal fairly with the LLC or its Members in connection with a matter in which the such Member or Manager has a material conflict of interest.
 - b. A violation of criminal law, unless the Member or Manager had reasonable cause to believe that the conduct was lawful or no reasonable cause to believe that the conduct was unlawful.
 - c. A transaction from which the Member or Manager derived an improper personal profit.
 - d. Willful misconduct.
2. Every Member and Manager shall account to the LLC and hold as trustee for it any improper personal profit derived by such Member or Manager without the consent of a majority of the disinterested Members or Managers, or other Persons participating in the management of the LLC, from any of the following:
 - a. A transaction connected with the organization, conduct, or winding up of the LLC.
 - b. A use by a Member or Manager of the property of an LLC, including confidential or proprietary information or other matters entrusted to the person as a result of the such Person's status as Member or Manager.
 - c. The Operating Agreement may impose duties on its Members and Managers that are in addition to, but not in abrogation of, those provided in subsection (1) above.

SECTION 303. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. In this Section, "expenses" means expenses of defending a lawsuit, including attorneys' fees, and any civil judgment or penalty, or settlement payment in lieu thereof, paid in connection with a lawsuit against a Member or Manager in such capacity.

2. An LLC shall indemnify or allow expenses to each Member and Manager for all reasonable expenses incurred with respect to any proceeding if such Member or Manager was a party to the proceeding in the capacity of a Member or Manager.
3. The Operating Agreement may alter or provide additional rights to indemnification or allowance of expenses to Members and Managers.
4. Notwithstanding subsections (2) and (3) above, an LLC may not indemnify a Member or Manager unless it is determined that such Member or Manager did not breach or fail to perform a duty to the LLC as provided in Section 302.
5. Unless otherwise provided in Operating Agreement:
 - a. A Member or Manager shall be conclusively presumed not to have breached or failed to perform a duty to the LLC to the extent that the Member or Manager has been successful on the merits or otherwise in the defense of the proceeding.
 - b. In situations not described in paragraph (a) above, the determination of whether a Member or Manager has breached or failed to perform a duty to the LLC shall be made by the vote of a Majority in Interest, excluding any Member who is a party to the same or related proceeding, unless all Members or Managers, as applicable, are parties.

SECTION 304. VOTING

1. Unless otherwise provided in the Operating Agreement or this Section 304, and subject to subsection (2) below, an affirmative vote, approval, or consent as follows shall be required to decide any matter connected with the business of an LLC:
 - a. If management of an LLC is reserved to the Members, an affirmative vote, approval, or consent by a Majority in Interest.
 - b. If the management of an LLC is vested in one or more Managers or a Board of Directors, the affirmative vote, consent, or approval of more than fifty percent (50%) of the Managers.
2. Unless otherwise provided in the Operating Agreement or this Act, the affirmative vote, approval, or consent of all Members shall be required to do any of the following:
 - a. Amend the Articles of Organization.
 - b. Issue an interest in an LLC to any Person.
 - c. Adopt, amend, or revoke the Operating Agreement.
 - d. Allow an LLC to accept any additional contribution from a Member.

- e. Allow a partial redemption of an interest in an LLC under Section 503.
 - f. Value contributions of Members under Section 401.2.
 - g. Authorize a Manager, Member, or any other Person to do any act on behalf of the LLC that contravenes the Operating Agreement.
3. Unless otherwise provided in the Operating Agreement if any Member is precluded from voting with respect to a given matter, the value of the contribution represented by the interest in the LLC with respect to which the Member would otherwise have been entitled to vote shall be excluded from the total contributions made to the LLC for purposes of determining the fifty percent (50%) threshold under Section 105.10 for that matter.
 4. Unless otherwise provided in the Operating Agreement or this Section, if all or part of an interest in the LLC is assigned under Section 604, the assigning Member shall be considered the owner of the assigned interest for purposes of determining the 50% threshold under Section 105.11 until the assignee of the interest in the LLC becomes a Member pursuant to Section 606.

SECTION 305. RECORDS AND INFORMATION

1. An LLC shall keep at its principal place of business all of the following:
 - a. A list of each past and present Member and, if applicable, Manager.
 - b. A copy of the Articles of Organization and all amendments to the articles, together with executed copies of any powers of attorney under which any Articles of Organization or Operating Agreement were executed.
 - c. A record of all matters referred to in this Act as maintained in such records which are not otherwise specified in the Operating Agreement.
2. Upon request, a Member may, at such Member's own expense, inspect and copy during ordinary business hours any LLC record, unless otherwise provided in the Operating Agreement.
3. Members or, if the management of the LLC is vested in one or more Managers, Managers, shall provide true and full information of all things affecting the Members to any Member or to the legal representative of any Member upon reasonable request of any Member or his, her or its legal representative.
4. Failure of an LLC to keep or maintain any of the records of information required under this Section shall not be grounds for imposing liability on any person for the debts and obligations of the LLC.

SECTION 306. ADMISSION OF MEMBERS

1. In connection with the formation of an LLC, a Person acquiring an LLC Interest is admitted as a Member upon formation unless the Operating Agreement otherwise provides.
2. After the formation of an LLC, a Person acquiring an LLC Interest is admitted as a Member of the LLC as specified in the Operating Agreement or, if not so specified, by consent of all the other Members, or, if the Person is an assignee of another Member's LLC Interest, only pursuant to Section 606.

SECTION 307. DISSOCIATION

1. A person ceases to be a Member of an LLC upon the simultaneous occurrence of and at the same time of any of the following events:
 - a. The Member withdraws by voluntary act pursuant to subsection (3).
 - b. The Member is removed as a Member in accordance with the Operating Agreement or this Act.
 - c. Unless otherwise provided in the Articles of Organization or by the written consent of all Members at the time of the event, the Member does any of the following:
 - i. Makes an assignment for the benefit of the creditors.
 - ii. Files a petition in bankruptcy.
 - iii. Becomes the subject of an order for relief under the federal bankruptcy laws or State or Tribal insolvency laws.
 - iv. Fails to gain dismissal of any federal bankruptcy or State or Tribal insolvency proceeding within 120 days of commencement of an involuntary proceeding.
 - d. Unless provided in the Operating Agreement or by the written consent of all Members, if the Member is an individual, either of the following occur:
 - i. The Member's death.
 - ii. The entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate.
 - e. Unless otherwise provided in the Operating Agreement or by written agreement or by the written consent of all Members at the time, if the Member is a Entity, upon the liquidation, dissolution, or termination of such Entity.

2. The Members may provide in the Operating Agreement for other events the occurrence of which would result in a Person ceasing to be a Member of the LLC.
3. Unless the Operating Agreement provides that a Member does not have the power to withdraw by voluntary act from an LLC, the Member may do so at any time by giving written notice to the other Members or as provided in the Operating Agreement. If the Member has the power to withdraw, but the withdrawal is a breach of the Operating Agreement, the LLC may offset the damages against the amount otherwise distributable to the Member, in addition to pursuing any remedies provided for in the Operating Agreement or otherwise available under applicable law.

PART 4. FINANCE

SECTION 401. CONTRIBUTIONS

1. A Member's contributions to an LLC may consist of cash, property, or services rendered, or promissory notes or other written obligations to provide cash or property or to perform services.
2. The value of a Member's contribution shall be determined in the manner provided in the Operating Agreement. If the Operating Agreement does not provide a method of valuation, the value of a contribution shall be determined by a Majority in Interest, shall be properly reflected in the records and information kept by the LLC pursuant to Section 305.1. The value of contributions so determined shall be binding and conclusive on the LLC and its Members.

SECTION 402. LIABILITY FOR CONTRIBUTION

1. An obligation of a Member to provide cash or property or to perform services as a contribution to an LLC is not enforceable unless specified in a writing and signed by the Member.
2. Unless otherwise provided in the Operating Agreement, a Member is obligated to an LLC to perform any enforceable promise to provide cash or property or to perform services, even if the Member is unable to perform because death, disability, or any other reason. If a Member does not provide cash, property, or services as promised, such Member is obligated, at the option of the LLC, to provide cash equal to that portion of the value of the stated contribution that has not been fulfilled.
3. Unless otherwise provided in the Operating Agreement, a Member's obligation to provide cash or property or perform services as a contribution to the LLC may be compromised only by the written consent of all of the Members.

SECTION 403. ALLOCATION OF PROFITS AND LOSSES

The profits and losses of an LLC shall be allocated among the Members in the manner provided in the Operating Agreement. If the Members do not enter into or the do not provide otherwise, profits and losses shall be allocated on the basis of value of the contributions made by each Member.

PART 5. NON-LIQUIDATING DISTRIBUTIONS

SECTION 501. INTERIM DISTRIBUTIONS

Except as provided in this Part, a Member is entitled to receive distributions from an LLC before the Member's dissociation from the LLC and before its dissolution and winding up to the extent to the extent and at the times or upon the events specified in its Articles of Organization, or to the extent and at the times determined by the Members or Managers.

SECTION 502. ALLOCATION OF DISTRIBUTIONS

Distributions of cash or other assets of an LLC shall be allocated among the Members as provided in the Operating Agreement, or if the Operating Agreement does not so provide, on the basis of the value of the contributions made by each Member.

SECTION 503. DISTRIBUTION UPON PARTIAL REDEMPTION

Except as provided in this Part, upon the Distribution in partial liquidation of a Member's interest, the redeeming Member is entitled to receive the amount to which the Member is entitled under and, if not otherwise provided in, the fair value of the redeemed interest based on the Member's right to share in distributions from the LLC.

SECTION 504. DISTRIBUTION UPON DISSOCIATION

Except as otherwise provided in this Part, upon an event of dissociation under Section 307 that does not cause dissolution of the LLC, a dissociating Member is entitled to receive any Distribution to which the Member is entitled under and, if not otherwise provided in, the fair market value of the Member's interest in the LLC based on the Member's rights to share in distributions from the LLC.

SECTION 505. DISTRIBUTION IN KIND

Unless otherwise provided in the Operating Agreement:

1. A Member may not demand and receive any Distribution from an LLC in any form other than cash.

2. A Member may not be compelled to accept a Distribution of any asset in kind except for a liquidating Distribution made proportionately to all of the Members.

SECTION 506. RIGHT TO DISTRIBUTION

At the time that a Member becomes entitled to receive a Distribution from an LLC, the Member has the status of and is entitled to all remedies available to a creditor of the LLC with respect to the Distribution.

SECTION 507. LIMITATIONS OF DISTRIBUTIONS

1. An LLC may not declare or make a Distribution to any of its Members, if after giving effect to the Distribution, any of the following would occur:
 - a. The LLC would be unable to pay its debts as they become due in the usual course of business.
 - b. The fair market value of the LLC's total assets would be less than the sum of its total liabilities plus, unless the Operating Agreement provides otherwise, the amount that would be needed for the preferential rights upon dissolution of Members, if any.
2. An LLC may base a determination that a Distribution is not prohibited by subsection (1), above, on any of the following:
 - a. Financial statements and other financial data prepared on the basis of accounting practices and principles that are reasonable under the circumstances.
 - b. A fair market valuation or other method that is reasonable under the circumstances.
3. An LLC's indebtedness to a Member incurred by reason of a Distribution made in accordance with this Section is at parity with the LLC's indebtedness to its general unsecured creditors, except to the extent subordinated by written agreement. This Section does not affect the validity or priority of a security interest in an LLC's property that is created to secure the indebtedness to the Member.

SECTION 508. LIABILITY FOR WRONGFUL

DISTRIBUTION

1. Except as provided in subsection (2) below, a Member (other than the Tribe) or manager who votes or assents to a distribution in violation of Section 507 or is personally liable to the LLC for the amount of the excess distribution, subject to contribution from all other Managers or Members participating in such action.

2. An action to recover under this Section may be brought in the Courts of the Tribe; however a proceeding under this Section is barred unless it is brought within two (2) years after the date of the distribution.

PART 6. OWNERSHIP AND TRANSFER OF PROPERTY

SECTION 601. OWNERSHIP OF LLC PROPERTY

1. All property originally transferred to or acquired by an LLC is property of the LLC and not the Members individually.
2. Property acquired with LLC funds is presumed to be LLC property.
3. Property may be acquired, held, and conveyed in the name of the LLC.

SECTION 602. TRANSFER OF PROPERTY

The property of an LLC may be transferred by an instrument of transfer executed by any Member in the name of the LLC, unless management is vested in Managers, in which case the document of transfer shall be executed by a manager, subject to any limitation that may be imposed by the Articles of Organization or Operating Agreement.

SECTION 603. NATURE OF INTEREST

An LLC Interest is a general intangible, a type of personal property.

SECTION 604. ASSIGNMENT OF LLC INTEREST

1. Unless otherwise provided:
 - a. An LLC Interest is assignable in whole or in part.
 - b. An assignment of an LLC Interest entitles the assignee to receive only the Distributions and to share in the allocations of profits and losses to which the assignee would be entitled with respect to the assigned interest.
 - c. An assignment of an LLC Interest does not dissolve the LLC.
 - d. Unless and until the assignee becomes a Member of the LLC under Section 606, the assignment of an LLC Interest does not entitle the assignee to participate in the management or exercise rights of a Member.

- e. Unless and until the assignee of an LLC Interest becomes a Member of the LLC under Section 606, the assignor continues to be a Member.
 - f. The assignor of an LLC Interest is not released from any personal liability arising under this Act as a Member of the LLC solely as a result of the assignment.
2. Unless otherwise provided in the Operating Agreement, the granting of a security interest, lien, or other encumbrance in or against any or all of a Member's LLC Interest is not assignable and shall not cause the Member to cease to have the power to exercise any rights or powers of a Member.

SECTION 605. RIGHTS OF JUDGMENT CREDITOR

Upon application to a court of competent jurisdiction, including a court other than the Tribal Court having valid jurisdiction over the Member, by any judgment creditor of a Member, the court may charge the LLC Interest of any Member (other than the Tribe) with payment of the unsatisfied amount of the judgment. To the extent so charged, the judgment creditor has only the rights of an assignee of the Member's LLC Interest in Distributions made by the LLC to Members and other assigned interest holders in the usual course of business. This Section does not deprive any Member of the benefit of any exemption laws applicable to the LLC Interest. In no event shall the Tribe's interest be attachable in abrogation of its sovereign immunity.

SECTION 606. RIGHT OF ASSIGNEE TO BECOME A MEMBER

1. Unless otherwise provided in the Operating Agreement, an assignee of an LLC Interest may become a Member only if all of the other Members unanimously consent.
2. An assignee of an LLC Interest who becomes a Member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of the assignor under and this Act.
3. Unless otherwise provided in the Operating Agreement, an assignor of an LLC Interest is not released from any liability to the LLC without the written consent of all the Members, whether or not the assignee becomes a Member.

SECTION 607. POWERS OF LEGAL REPRESENTATIVE

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage his or her person or property, the Member's personal representative, administrator, guardian, conservator, trustee, or other legal representative shall have all the rights of an assignee of the Member's interest. If a Member is an Entity and is dissolved or terminated, the powers of such Member may be exercised by its legal representative or successor.

PART 7. DISSOLUTION

SECTION 701. DISSOLUTION

An LLC is dissolved and its affairs shall be wound up upon the happening of the first of the following:

1. The occurrence of events specified in the Operating Agreement.
2. The written consent of all Members.
3. An event of dissociation of a Member, unless otherwise provided in the Operating Agreement, or continuation is consented to by all remaining Members.
4. Entry of a decree of judicial dissolution under Section 702.

SECTION 702. JUDICIAL DISSOLUTION

In a proceeding by or for a Member, the Court may order dissolution of an LLC if any of the following is established:

1. That it is not reasonably practicable to carry on the business of the LLC.
2. That the LLC is in a material way not acting in substantial conformity with its Operating Agreement.
3. That one or more Managers are consistently acting or will act in a manner that is illegal, oppressive, or fraudulent.
4. That one or more Members in control of the LLC are consistently acting or will consistently act in a manner that is illegal, unduly oppressive, or fraudulent.
5. That a substantial portion of the LLC assets are being misapplied or wasted.

SECTION 703. WINDING UP

1. A dissolved LLC continues its legal existence but may not carry on any business except that which is appropriate to wind up and liquidate its business.
2. Unless otherwise provided for in the Operating Agreement:
 - a. The business of the LLC may be wound up by any of the following:

- i. The Members or Managers who have authority to manage the LLC before dissolution.
 - ii. In a judicial dissolution, the Person(s) designated by the Court.
 - b. The Persons winding up the business of the LLC may do all of the following in the name of and on behalf of the LLC:
 - i. Collect its assets.
 - ii. Prosecute and defend suits.
 - iii. Take any action necessary to settle and close the business of the LLC.
 - iv. Dispose of and transfer the property of the LLC.
 - v. Discharge or make provision for discharging the liabilities of the LLC.
 - vi. Distribute to the Members any remaining assets of the LLC.
3. Dissolution of an LLC does not do any of the following:
 - a. Transfer title to any property of the LLC's.
 - b. Prevent transfer of all or part of a Member's interest.
 - c. Prevent commencement of a civil, criminal, administrative, or investigatory proceeding by or against the LLC.
 - d. Abate or suspend a civil, criminal, administrative, or investigatory proceeding pending by or against the LLC at the time of dissolution.
 - e. Terminate the authority of the registered agent of the LLC.
 - f. Alter the limited liability of any Member.

SECTION 704. DISTRIBUTION OF ASSETS

Upon the winding up of an LLC, the assets shall be distributed in the following order:

1. To creditors, including to the extent permitted by law, Members, and former Members in satisfaction of liabilities of the LLC.
2. Unless otherwise provided in the Operating Agreement, to Members and former Members in satisfaction of liabilities for Distributions under Sections 501, 503 and 504.

3. Unless otherwise provided in the Operating Agreement, to Members and former Members first for the return of their contributions in proportion to their respective values and, thereafter, in proportion to their respective rights to share in Distributions from the LLC before dissolution.

SECTION 705. ARTICLES OF DISSOLUTION

After the dissolution of an LLC under Section 701, the LLC may file articles of dissolution with the Secretary, that include the following:

1. The name of the LLC.
2. The date of filing of its Articles of Organization, and the dates of any amendments thereafter.
3. The statutory grounds under Section 701 for dissolution.
4. The delayed effective date of the articles of dissolution under Section 111.4, if applicable.

SECTION 706. KNOWN CLAIMS AGAINST DISSOLVED LLC

1. A dissolved LLC may notify its known claimants in writing of the dissolution and specify a procedure for making claims.
2. A claim against the LLC is barred if:
 - a. A claimant who was given written notice under subsection (1) above, does not deliver the claim, in writing, to the LLC by the deadline specified in the notice; or
 - b. A claimant whose claim is rejected by the LLC does not commence a proceeding to enforce the claim within ninety (90) days after receipt of the rejection notice.

SECTION 707. UNKNOWN OR CONTINGENT CLAIMS

A claim not barred under Section 706 may be enforced:

1. Against the dissolved LLC, to the extent of its undistributed assets.
2. If the dissolved LLC's assets have been distributed in liquidation, against a Member of the LLC, other than the Tribe, to the extent of the Member's proportionate share of the claim or of the assets of the LLC distributed to the Member in liquidation, whichever is less, but a Member's total liability for all claims under this Section may not exceed the total value of assets at the time distributed to the Member.

PART 8. MERGER

SECTION 801. MERGER

1. Unless the context required otherwise, in this Part, LLC includes a Domestic LLC and a Foreign LLC.
2. Unless otherwise provided in the Operating Agreement, one or more LLCs may merge with or into one or more LLCs or one or more other Foreign LLCs as provided in the plan of merger.
3. Interests in an LLC that are a party to a merger may be exchanged for or converted into cash, property, obligations, or interest in the surviving LLC.

SECTION 802. APPROVAL OF MERGER

1. Unless otherwise provided in the Operating Agreement, an LLC that is a party to a proposed merger shall approve the plan of merger by an affirmative vote by all of the Members.
2. Unless otherwise provided in the Operating Agreement, the Manager or Managers of an LLC may not approve a merger without also obtaining the approval of the LLC's Members under subsection (1), above.
3. Each foreign LLC that is a party to a proposed merger shall approve the merger in the manner and by the vote required by the laws applicable to the Foreign LLC.
4. Each LLC that is a party to the merger shall have any rights to abandon the merger that is provided for in the plan of merger or in the laws applicable to the LLC.
5. Upon approval of a merger, the LLC shall notify each Member of the approval and of the effective date of the merger.

SECTION 803. PLAN OF MERGER

Each LLC that is a party to a proposed merger shall enter into a written plan of merger to be provided under Section 804 and approved under Section 802.

SECTION 804. ARTICLES OF MERGER

1. The surviving LLC shall deliver to the Secretary articles of merger, executed by each party to the plan of merger, that include all of the following:
 - a. The name and state or jurisdiction of organization for each LLC that is to merge.

- b. The plan of merger.
 - c. The name of the surviving or resulting LLC.
 - d. A statement as to whether the management of the surviving LLC will be reserved to its Members or vested in one or more Managers.
 - e. The delayed effective date of the merger under Section 111.4, if applicable.
 - f. A statement as to whether the Tribe is the sole Member.
 - g. If the Tribe is sole Member, a statement as to whether the LLC enjoys the Tribe's sovereign immunity.
 - h. A statement that the plan of merger was approved under Section 802.
2. A merger takes effect upon filing with and acceptance by the Secretary, or if applicable, the effective date of the articles of merger.

SECTION 805. EFFECTS OF MERGER

A merger has the following effects:

1. The LLCs that are parties to the plan of merger must become a single entity, which shall be the entity designated in the plan of merger as the surviving LLC.
2. Each party to the plan of merger, except the surviving LLC, ceases to exist.
3. The surviving LLC possesses all of the rights, privileges, immunities, and powers of each merged LLC (including any rights of sovereign immunity) and is subject to all of the restrictions, disabilities, and duties of each merged LLC.
4. All property and all debts, including contributions, and each interest belonging to or owed to each of the parties to the merger are vested in the surviving LLC without further act.
5. Title to all real estate and any interest in real estate, vested in any party to the merger, does not revert and is not in any way impaired because of the merger.
6. The surviving LLC has all the liabilities and obligations of each of the parties to the plan of merger and any claim existing or action or proceedings pending by or against any merged LLC may be prosecuted as if the merger had not taken place, or the surviving LLC may be substituted in the action.
7. The rights of creditors and any liens on the property of any party to the plan of merger survive the merger.

8. The interests in an LLC that are to be converted or exchanged into interest, cash, obligations, or other property under the terms of the plan of merger are converted and the former interest holders are entitled only to the rights provided in the plan of merger of the rights otherwise provided by law.
9. The Articles of Organization of the surviving LLC are amended to the extent provided in the articles of merger.

SECTION 806. RIGHT TO OBJECT

Unless otherwise provided in the Operating Agreement, upon receipt of the notice required by Section 802.5, a Member who did not vote in favor of the merger may, within twenty (20) days after the date of the notice, voluntarily dissociate from the LLC under Section 307.3 and receive fair value for the Member's LLC Interest under Section 504.

PART 9. LIMITED LIABILITY COMPANIES WHOLLY OWNED BY THE TRIBE

SUBPART 1. GENERAL PROVISIONS FOR TRIBALLY-OWNED LLCS

SECTION 911. LLCS DIRECTLY OWNED BY THE TRIBE

It is hereby authorized to be created, by a duly adopted resolution of the Tribal Council, LLCs wholly owned by the Tribe. The organizer shall file with the Secretary Articles of Organization and a certified copy of the resolution authorizing the formation of each such LLC.

SECTION 912. TRIBAL SUBSIDIARY COMPANIES

It is hereby authorized to be created by resolution of the Board of Directors of an LLC wholly owned by the Tribe, or of a wholly-owned subsidiary of such LLC, subsidiary LLCs to be wholly owned by the parent LLC, which shall be instrumentalities and arms of the Tribe. The organizer of such a Tribal subsidiary LLC shall file with the Secretary the Articles of Organization of the Tribal subsidiary LLC and a certified copy of a resolutions of the Board of Directors of the parent LLC authorizing the formation of the subsidiary LLC.

SECTION 913. PRIVILEGES AND IMMUNITIES

The LLCs established under Sections 911 and 912 shall be considered to be instrumentalities and arms of the Tribe, and their officers and employees considered officers and employees of the Tribe, created for the purpose of carrying out authorities and responsibilities of the Tribe for economic development of the Tribe and the advancement of its citizens. Such LLCs, their directors, officers, and

employees shall, therefore, be entitled to all of the privileges and immunities enjoyed by the Tribe, including, but not limited to, immunities from suit in Federal, State and Tribal courts and from Federal, State, and local taxation or regulation, except that:

1. The LLC may specifically grant limited waivers of its immunity from suit and consent to be sued in Tribal Court or another court of competent jurisdiction; provided, however, that:
 - a. any such waiver or consent to suit granted pursuant to the LLC's shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
 - b. any recovery against the LLC shall be limited to the assets of the LLC (or such portion of the LLC's assets as further limited by the waiver or consent), and the Tribe shall not be liable for the payment or performance of any of the obligations of the LLC, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the LLC; including assets of the Tribe leased, loaned, or assigned to the LLC for its use, without transfer of title, and
 - c. any waiver of the LLC's immunities granted pursuant to the LLC's Operating Agreement shall be further limited or conditioned by the terms of such waiver.
2. The sovereign immunity of the LLC shall not extend to actions against the LLC by the Tribe acting as its sole Member, or, in the case of a subsidiary LLC created pursuant to this Part, by the parent LLC acting as its Member, pursuant to Section 912.
3. The special privileges and immunities described in this Section shall only apply to an LLC wholly owned, directly or indirectly, by the Tribe.

SECTION 914. OWNERSHIP

1. No LLC Interest in any LLC in which the Tribe is the sole Member may be alienated unless approved by a duly adopted resolution of the Tribal Council. Further, no LLC Interest in any Tribally-owned subsidiary LLC may be alienated unless approved by a duly adopted resolution of the Board of Directors of the parent LLC.
2. All LLC Interests in any LLC wholly owned by the Tribe shall be held by and for the Tribe, or in the case of a Tribal subsidiary LLC, by an LLC wholly owned by the Tribe. No individual citizen of the Tribe shall have any personal ownership interest in any LLC organized under this Act and Part, whether by virtue of such person's status as a citizen of the Tribe, as an officer of the government of the Tribe, or otherwise.

SECTION 915. PROJECT COMPANIES WITH NON-TRIBAL OWNERS

Any LLC created pursuant to this Act and Part, including any subsidiary LLCs, may form or own interests or shares in any Entity with other governmental or non-governmental Persons under the laws of

the Tribe or any other jurisdiction ("Project Companies"); provided, however, that the partial ownership interest in such Project Companies shall not diminish or affect the privileges and immunities of the Tribally-owned LLC or subsidiary LLC created pursuant to this Act.

SECTION 916. PURPOSE OF LLC'S DIRECTLY AND INDIRECTLY OWNED BY TRIBE

The Operating Agreement for an LLC wholly owned, directly or indirectly, by the Tribe shall state the purpose of the LLC that relates to the overall needs, priorities, goals, and objectives of the Tribe and the Tribe's government, including how the LLC will contribute to tribal economic policy and further the Tribe's goals of self-determination and economic self-sufficiency.

SUBPART 2. SPECIAL FORMATION REQUIREMENTS FOR LLC'S WHOLLY OWNED BY THE TRIBE

SECTION 921. FORMATION

1. The Chairman of the Tribal Council shall be the Organizer of any LLC in which the Tribe will be the sole Member.
2. Unless a delayed effective date is specified:
 - a. the existence of an LLC directly owned by the Tribe begins when the Articles of Organization have been approved by a resolution enacted by the Tribal Council or approved by the Chairman, and the articles have been filed with the Secretary.
 - b. the existence of a Tribal subsidiary LLC owned by a parent LLC that is wholly owned by the Tribe begins when the Articles of Organization have been approved by a resolution of the Board of Directors of the parent LLC, and the Articles of Organization have been filed with the Secretary.

SECTION 922. ADDITIONAL REQUIREMENTS FOR ARTICLES OF ORGANIZATION

As set forth in Section 913, LLCs established under Sections 911 and 912 may grant a limited waiver of sovereign immunity in order to promote economic development through commercial transactions for which such a waiver is necessary and beneficial to the Tribe. The method for granting a limited waiver of sovereign immunity through the above mentioned entities is as follows:

1. The sovereign immunity of a Tribal entity may be waived only by:
 - c. A resolution adopted by the Board of Directors of the Tribal LLC for the specific purpose of granting a waiver; and
 - d. the language of the waiver must be explicit; and

- e. the waiver must be contained in a written contract or commercial document to which the LLC is a party.
2. Waivers of sovereign immunity by resolution may be granted only when necessary to secure a substantial advantage or benefit to the tribal entity of the Tribe. Waivers of sovereign immunity by resolution may not be general but must be specific and limited as to duration, grantee, transaction, property or funds of the Tribal LLC subject to the waiver, the court having jurisdiction, and any applicable law.

SUBPART 3. MANAGEMENT OF TRIBALLY-OWNED LLCS

SECTION 931. BOARD OF DIRECTORS AS MANAGER

1. Any LLC in which a wholly-owned Tribal LLC is the sole Member shall be managed by a Board of Directors.
2. The number, terms, and method for selecting and removing Directors of any LLC in which a Tribally-owned LLC is the sole Member shall be specified in the subsidiary LLC's Articles of Organization.

SUBPART 4. DISTRIBUTIONS TO TRIBE AS MEMBER

SECTION 941. DISTRIBUTIONS OF INCOME TO TRIBE AS MEMBER

An LLC in which the Tribe is a Member shall distribute the net income of the LLC as set forth in a dividend plan adopted in accordance with the Articles or Organization and Operating Agreement (if any) and duly approved by the Tribe except that an LLC may retain reserves necessary to carry on the LLC's business in a reasonably prudent manner and as recommended by its Board of Directors, if applicable, subject to further limitations set forth in Section 507 and in its Articles of Organization.

SUBPART 5. ADDITIONAL REPORTS AND AUDITS

SECTION 951. AUDIT

In addition to any Member inspection rights provided in the Operating Agreement of an LLC wholly owned by the Tribe, the Tribe may at any time, by process in the manner provided in Section 941, require that any LLC wholly owned by the Tribe or an LLC in which the Tribe owns an LLC Interest be audited by an independent auditor hired by the Tribe who shall have the absolute right to require access to all of the LLC's records and documents necessary for such an audit.

SECTION 952. FINANCIAL, BUSINESS, AND BUDGET INFORMATION FOR THE TRIBE

In addition to any reports to the Member required by the Operating Agreement, the management of each LLC in which the Tribe or a Tribally-owned LLC is the sole Member shall submit the following information to the Chairman of the Tribal Council and the Tribal Council or their designees (which the Tribal Council may deem confidential and proprietary upon request of the LLC's Board of Directors):

1. Copies of any periodic financial statements (including monthly or quarterly balance sheets, profit and loss statements, and cash flow statements) as may be prepared in the ordinary course of business, promptly after such statements are furnished to the LLC's management;
2. A full report of the business activities of the corporation within 120 days after the close of each fiscal year; and
3. A proposed annual budget for the following Tribal fiscal year, including any proposed funding from the Tribe or anticipated distributions to the Tribe, by May 15 of each year, and the final annual budget adopted by each Board by October 1 of each tribal fiscal year.

SUBPART 6. ACTIONS AGAINST LLCS WHOLLY OWNED BY THE TRIBE

SECTION 961. COURT ACTIONS AUTHORIZED

1. The Tribe, as the sole Member of any LLC organized pursuant to this Act, may bring a civil action against the LLC, its Managers or its officers in the Tribal Court only pursuant to this Part to:
 - a. enjoin temporarily or permanently any action of the LLC that is an ultra vires act outside the authority of the LLC and that is either:
 - i. unlawful; or
 - ii. has or could cause material harm to the assets of the LLC or the Tribe if no immediate action is taken.
 - b. require the distribution of the LLC's surplus net income, to the extent permitted by Section 507.
2. In accordance with Section 913.2, the sovereign immunity of the LLC shall not extend to actions against the LLC by the Tribe acting in its capacity as a Member of such LLC, or, in the case of a subsidiary LLC created pursuant to this Part, by the parent LLC acting as a Member of such subsidiary LLC.
3. Nothing contained herein shall be construed authorizing actions of any kind whatsoever against the Tribe.

SECTION 962. APPROVAL OF TRIBE REQUIRED

The filing of any court action against the LLC pursuant to this Part must be authorized by the Tribe as a Member in the same manner as required for voting on any item properly coming before the Tribe as a Member. The request for consideration of the proposed court action may be made by the Chairman of the Indian Council.

SECTION 963. RELIEF AVAILABLE

In any action brought under this Part, the Tribal Court may, based upon a preponderance of the evidence set forth in its findings of fact and conclusions of law:

1. Issue a temporary restraining order, preliminary injunction, and permanent injunctive relief pursuant to the procedures and standards in the Tribe's Rules of Civil Procedure, except that no bond need be posted for any preliminary injunctive relief; or
2. Order that funds of the LLC be distributed to the Tribe to the extent permitted by the Articles of Organization and Section 507.

PART 10. REGISTRATION OF FOREIGN LIABILITY COMPANIES [RESERVED.]

PART 11. SEVERABILITY CLAUSE

If any provision of this Act or the application of such provision to any Person or circumstance is found to be unenforceable by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of the Act shall continue in full force and effect.

[Enacting language and any approval signature to follow]



OTOE-MISSOURIA TRIBE OF INDIANS

8151 HIGHWAY 177
RED ROCK, OK 74651-0348

OMTC# 54293 FY2011

RESOLUTION

A RESOLUTION CREATING GREAT PLAINS LENDING, LLC

NOW, THEREFORE, BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE OTOE-MISSOURIA TRIBE OF INDIANS, AND

WHEREAS, the Otoe-Missouria Tribal Council, the governing body of the Otoe-Missouria Tribe of Indians, in accordance with the Tribal Constitution, Article VIII-Powers, Section I, duly convened to discuss, review, and approve tribal business; and

WHEREAS, the Constitution and By-Laws of the Otoe-Missouria Tribe of Indians provides that the Otoe-Missouria Tribal Council shall have the power to act on behalf of the Tribe in all matters on which the Tribe is empowered to act; and

WHEREAS, the Otoe-Missouria Tribal Council is the supreme governing body of the Otoe-Missouria Tribe of Oklahoma with the authority to enact laws and ordinances; and

WHEREAS, the Otoe-Missouria Tribal Council has determined that it is in the best interests of the Otoe-Missouria people to organize an arm of the Tribe pursuant to the Otoe-Missouria Tribe of Indians Limited Liability Company Act to advance tribal economic development to aid addressing issues of public safety, health and welfare, and therefore, desires to create the tribal lending entity, Great Plains Lending, LLC; and

WHEREAS, the Otoe-Missouria Tribal Council has determined that the best interest of the Otoe-Missouria Tribe of Indians is best served by the creation of Great Plains Lending, LLC.

THEREFORE, BE IT RESOLVED, that the Otoe-Missouria Tribal Council does hereby form Great Plains Lending, LLC as a limited liability company wholly-owned by the Tribal government pursuant to Part 9 of Otoe-Missouria Limited Liability Company Act with all the powers and attributes associated therewith including, but not limited to, sovereign immunity. The Articles of Formation for Great Plains, LLC are attached to this resolution and are hereby adopted and accepted.

BE IT FURTHER RESOLVED, that the Board of Directors of Great Plains Lending, LLC shall consist of five (5) members including the President of the Development Authority and the Tribal Vice-Chairman. The remaining Board members shall be appointed by the Tribal Council and shall serve three (3) year terms. All Board members of Great Plains Lending, LLC or any Great Plains Lending, LLC subsidiary must be at least eighteen (18) years old. No Board member of Great Plains Lending, LLC or any Great Plains Lending, LLC subsidiary may have ever been: (i) convicted of any misdemeanor involving fraud or violation of law governing the consumer finance business or any business of a similar nature or any felony, or (ii) permanently or temporarily enjoined by a court of competent jurisdiction from engaging in or continuing any conduct or practice involving any aspect of a consumer finance service or any business of a similar nature.

BE IT FURTHER RESOLVED, that pursuant to Part 9 of the Otoe-Missouria Limited Liability Company Act, the Board of Directors of Great Plains Lending, LLC shall have the authority to create subsidiary LLCs which are wholly owned by the Tribe.

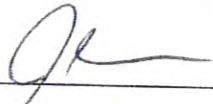
BE IT FURTHER RESOLVED, that, the Otoe-Missouria Tribal Council grants to Great Plains Lending, LLC formed under Part 9 of the Otoe-Missouria Tribe of Indians Limited Liability Company, as a wholly-owned entity of the Tribe, a consumer lending license required under Section 104 of the Otoe-Missouria Tribe of Indians Consumer Finance Regulatory Commission Ordinance hereby waiving the fees, application and renewal requirements of Sections 105, 106, 107, 108 and 109 of such Ordinance.

CERTIFICATION

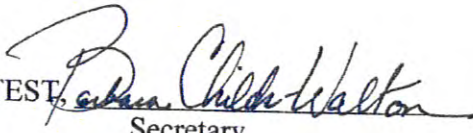
We, the undersigned, Chairman and Secretary of the Otoe-Missouria Tribal Council, do hereby certify by signature, that the above foregoing Resolution was given due consideration on this 4th day of May, 2011 with a quorum present and a vote of:

6 FOR, 0 AGAINST, 0 ABSENT, and 1 ABSTAINING

(SEAL)



Chairman

ATTEST, 
Secretary

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
CIVIL ACTION NO. 1:13-CV-897**

JAMES DILLON, on Behalf of Himself
and All Others Similarly Situated,

Plaintiff,

v.

BMO HARRIS BANK, N.A., FOUR
OAKS BANK & TRUST, a North
Carolina-Chartered Bank,
GENERATIONS
FEDERAL CREDIT UNION, and BAY
CITIES BANK, a Florida State-Chartered
Bank,

Defendants.

**PLAINTIFF'S NOTICE OF SUBPOENAS
OF NON-PARTIES PRIOR TO SERVICE**

PLEASE TAKE NOTICE that pursuant to Rules 34(c) and 45(a)(4) of the Federal Rules of Civil Procedure, Plaintiff James Dillon, on behalf of himself and all others similarly situated, by and through the undersigned counsel, will be serving subpoenas on non-parties CashCall, Inc., Christopher D. Muir¹, Great Plains Lending, LLC, MNE Services, Inc., Richard Knowles, and Western Sky Financial LLC to attend and testify, and produce designated documents, electronically stored information, or tangible things in its possession, custody, or control. Copies of the Subpoenas to be served are attached hereto as Exhibit A.

¹ Only Christopher D. Muir's testimony is being sought by subpoena.

Dated: August 13, 2015

Respectfully submitted,

/s/ Darren T. Kaplan (admitted *pro hac vice*)

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Attorneys for Plaintiff and the Class

AO 88A (Rev. 02/14) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of North Carolina

JAMES DILLON

Plaintiff

v.

BMO HARRIS BANK, N.A., et al.

Defendant

Civil Action No. 1:13-CV-897

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Great Plains Lending LLC
8151 Highway 177, Red Rock, OK 74651

(Name of person to whom this subpoena is directed)

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment: See Exhibit A

Table with 2 columns: Place (DERRYBERRY & NAIFEH, LLP, 4800 North Lincoln Boulevard, Oklahoma City, OK 73105) and Date and Time (09/17/2015 9:30 am)

The deposition will be recorded by this method: audiovisual and/or stenographic means

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: See Exhibit B

The following provisions of Fed. R. Civ. P. 45 are attached - Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/13/2015

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Handwritten signature of F. Hill Allen

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) James Dillon, who issues or requests this subpoena, are:

F. Hill Allen, Tharrington Smith, L.L.P., P.O. Box 1151, Raleigh, NC 27602-1151, hallen@tharringtonsmith.com 919-821-4711

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:13-CV-897

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named individual as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

_____ *Printed name and title*

_____ *Server's address*

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction which may include lost earnings and reasonable attorney's fees on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) *Contempt.*

The court for the district where compliance is required and also, after a motion is transferred, the issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013).

EXHIBIT A

EXHIBIT A: DEPOSITION TOPICS

DEFINITIONS

The following definitions apply to the Deposition Topics set forth below:

1. “You,” “yours,” or “Great Plains” means Great Plains Lending, LLC, and any and all other person(s) acting on its behalf or at its direction or control, including, but not limited to, present or former employees, staff personnel, agents, servants, consultants, investigators, contractors or subcontractors, advisors, counsel, accountants, representatives, or any other person compensated by you, regardless of whether such compensation is based in whole or in part on commission or some other measure of performance or otherwise and regardless of whether considered or classified as independent contractors.

2. “ACH,” “ACH Network” or “Automated Clearing House Network” means the mainstream electronic payments system used by You to originate debits and credits for Originators.

3. “BMO” or “BMO Harris” means BMO Harris Bank, N.A., and any and all other person(s) acting on its behalf or at its direction or control, including, but not limited to, present or former employees, staff personnel, agents, servants, consultants, investigators, contractors or subcontractors, advisors, counsel, accountants, representatives, or any other person compensated by BMO, regardless of whether such compensation is based in whole or in part on commission or some other measure of performance or otherwise and regardless of whether considered or classified as independent contractors.

4. “Communication(s)” means the transmission, sending, or receipt of information of any kind (in the form of facts, ideas, inquiries, or otherwise), by one or more persons and/or between two or more persons by or through any means including, but not limited to, speech, writings, language (machine, foreign, or otherwise), computer electronics of any kind (including, but not limited to, e-mail, instant messaging, or other computer linkups), magnetic tape, videotape, photographs, graphs, symbols, signs, magnetic or optical disks, floppy disks, compact discs, CD-ROM discs, other removable or transportable media, sound, radio, or video signals, telecommunication, telephone, teletype, telexes, telecopies, facsimile, telegram, microfilm, microfiche, photographic film of all type, or other media of any kind.

5. “NACHA” (formerly the National Automated Clearing House Association) means the association that manages the development, administration, and governance of the ACH Network.

6. “ODFI” means an originating depository financial institution that originates debit and credit entries initiated by Originators or Third-Party Senders on the ACH Network.

7. “Origination Agreement” means the contractual agreement between an Originator or a Third-Party Sender initiating entries on behalf of an Originator and an ODFI to accept and process debit and credit entries initiated by the Originator or the Third-Party Sender acting on behalf of the Originator.

8. “Originator” means any party that initiates entries into the ACH Network through a relationship with an ODFI or a Third-Party Sender initiating entries on its behalf.

9. “Regulatory Agency” means any public authority or government agency responsible for exercising authority over financial institutions in any manner, including, but not limited to, the Comptroller of the Currency (OCC), Federal Deposit Insurance Corporation (FDIC), Federal Reserve System (FRS), National Credit Union Administration (NCUA), Office of Thrift Supervision (OTS), and all state attorneys general and financial institution regulatory agencies.

10. “Relating to,” “refer to,” “with respect to,” “reflect,” “regarding,” “pertaining to” or “concerning” means mentioning, discussing, reflecting, containing, consisting of, evidencing, embodying, stating, dealing with, making reference or relating to in any way, or having any logical or factual connection with the subject matter identified in a discovery request.

11. “Shotton Declarations” mean the two declarations of John Shotton submitted in this litigation (Docket. Nos. 104 and 151).

12. “Third-Party Sender” means a third-party service provider on the ACH Network that acts as an intermediary between the ODFI and the Originator by initiating entries into the ACH Network on behalf of the Originator through an ODFI pursuant to an Origination Agreement with the ODFI.

13. The words “and” and “or” shall be construed conjunctively or disjunctively as necessary to call for the broadest possible construction and to bring within the scope of this request any information that may otherwise be construed to be outside its scope.

14. The use of the singular form of any word shall include the plural and vice-versa.

15. The present tense includes the past and future tenses. Words in the masculine, feminine or neuter form shall include each of the other genders.

DEPOSITION TOPICS

1. The Shotton Declarations.
2. Great Plains' corporate structure including descriptions of the roles and responsibilities of Great Plains' officers.
3. Distribution of Great Plains' revenues and profits.
4. Great Plains' consumer lending practices, including debt collection procedures.
5. Great Plains' consumer loan transactions, correspondence, and all agreements with Plaintiff James Dillon.
6. John Shotton's testimony that a bank other than BMO Harris "served an an ODFI" for at least some of Great Plains' debit entries from James Dillon's bank account.
7. John Shotton's testimony that "BMO Harris through a third-party payment processor served as the ODFI" for at least some of Great Plains' debit entries from James Dillon's bank account.
8. The decision process underlying John Shotton's testimony that "Great Plains has forgiven Dillon's outstanding balance and closed the account. As a result. Great Plains will not initiate or attempt to initiate any further ACH debits with respect to the August 17, 2013 loan. Moreover, no one will attempt to collect the outstanding balance on Great Plains' behalf."

9. BMO's status as a purported "third-party beneficiary" of the loan agreement between Great Plains and James Dillon.

10. Great Plains' record-keeping systems for customer account information.

11. Great Plains' consumer lending website interface and operation.

12. Great Plains' ownership structure including all persons and entities that have a financial interest in Great Plains' consumer lending business.

13. Great Plains' consumer loan agreement, including its formation and application in consumer disputes.

14. Consumers' ability to negotiate the terms of Great Plains' consumer loan agreement, including specific examples.

15. Statistics on the number of consumers who have opted out of the mandatory arbitration provision in Great Plains' consumer loan agreement, including specific examples.

16. Great Plains' use of the ACH Network to initiate debit entries from consumers' bank accounts.

17. Great Plains' relationship with ODFIs in the ACH Network, including BMO.

18. Great Plains' role as Originator in the ACH Network.

19. Great Plains' Origination Agreements with ODFIs or Third-Party Senders on the ACH Network.

20. Great Plains' relationship with any Third-Party Senders that operate on Great Plains' behalf in the ACH Network.

21. The legality of Great Plains' consumer lending practice.

22. Consumer complaints about Great Plains' lending practices.

23. The law and jurisdiction of the Otoe-Missouria Tribe of Indians as it relates to consumer lending, arbitration, and tribal court procedure and process.

24. Great Plains' reporting of consumer loan information to credit bureaus.

25. The results of every arbitration conducted pursuant to a dispute arising out of Great Plains' consumer loan agreement, including for each action (a) the party that initiated the arbitration (Great Plains or consumer); (b) the case number; (c) the date of the arbitration; (d) the names of the parties involved; (e) the specific nature of the dispute; (f) the arbitrator(s) used; (g) the outcome of the arbitration; and (h) whether the arbitration award was affirmed or rejected by a tribal court.

26. The results of every tribal court proceeding that in any way relates to a consumer lending dispute, including affirmance or rejection of an arbitration award, arising out of Great Plains' consumer loan agreement.

27. Great Plains' assertion in its consumer loan agreements that the agreement "is made pursuant to a transaction involving the Indian Commerce Clause of the Constitution of the United States of America."

28. Great Plains' assertion in its consumer loan agreements that it does "not have a presence in Oklahoma or any other state of the United States of America" and that "[n]either this Agreement nor the Lender is subject to the laws of any state of the United States."

29. Communications with NACHA relating to compliance with NACHA Operating Rules and/or warnings of potential non-compliance with the NACHA Operating Rules.

30. Communications with any U.S. federal executive department including the Department of Justice relating to Great Plains' consumer lending practices.

31. Communications with any state or federal Regulatory Agency relating to Great Plains' consumer lending practices.

EXHIBIT B

EXHIBIT B: DOCUMENTS TO BE PRODUCED

DEFINITIONS

1. “You,” “yours,” or “Great Plains” means Great Plains Lending, LLC, and any and all other person(s) acting on its behalf or at its direction or control, including, but not limited to, present or former employees, staff personnel, agents, servants, consultants, investigators, contractors or subcontractors, advisors, counsel, accountants, representatives, or any other person compensated by you, regardless of whether such compensation is based in whole or in part on commission or some other measure of performance or otherwise and regardless of whether considered or classified as independent contractors.

2. “ACH,” “ACH Network” or “Automated Clearing House Network” means the mainstream electronic payments system used by You to originate debits and credits for Originators.

3. “BMO” or “BMO Harris” means BMO Harris Bank, N.A., and any and all other person(s) acting on its behalf or at its direction or control, including, but not limited to, present or former employees, staff personnel, agents, servants, consultants, investigators, contractors or subcontractors, advisors, counsel, accountants, representatives, or any other person compensated by BMO, regardless of whether such compensation is based in whole or in part on commission or some other measure of performance or otherwise and regardless of whether considered or classified as independent contractors.

4. “Communication(s)” means the transmission, sending, or receipt of information of any kind (in the form of facts, ideas, inquiries, or otherwise), by one or more persons and/or between two or more persons by or through any means including, but not limited to, speech, writings, language (machine, foreign, or otherwise), computer electronics of any kind (including, but not limited to, e-mail, instant messaging, or other computer linkups), magnetic tape, videotape, photographs, graphs, symbols, signs, magnetic or optical disks, floppy disks, compact discs, CD-ROM discs, other removable or transportable media, sound, radio, or video signals, telecommunication, telephone, teletype, telexes, telecopies, facsimile, telegram, microfilm, microfiche, photographic film of all type, or other media of any kind.

5. “Document” and “Documents” should be interpreted in their broadest possible sense within the meaning of Rule 34(a) of the Federal Rules of Civil Procedure and shall mean the complete original (or complete copy where the original is unavailable) and each non-identical copy (where different from the original because of notes made on the copy or otherwise) of any writing or record, as well as any attachment thereto or enclosure therewith, including but not limited to all written, typewritten, handwritten, printed, computerized, electronically created or stored, or graphic matter of any kind or nature, however produced or reproduced; any form of collected data for use with electronic data processing equipment; any physical object or thing, and any mechanical or electronic visual or sound recordings now or formerly in your possession, custody or control or known to you regardless of physical location. The term “document” includes, but is not limited to, e-mails, facsimiles, envelopes, voice-mail messages, transcripts, invoices, purchase orders,

checks, receipts, letters and other correspondence, offers, contracts, agreements, bids, proposals, licenses, permits, reports to government agencies, ledgers, accounts receivable, accounts payable, account statements, financial statements, reports of any kind, minutes of meetings, sales estimates, sales reports, memoranda, notes, spreadsheets, calendar or diary entries, agendas, bulletins, graphs, charts, maps, photographs, drawings, surveys, data, price lists, summaries, telegrams, teletypes, computer printouts, magnetic tapes, discs, drives, electronic or hard-copy files, audio or video tapes, microfilm, and microfiche.

6. “NACHA” (formerly the National Automated Clearing House Association) means the association that manages the development, administration, and governance of the ACH Network.

7. “ODFI” means an originating depository financial institution that originates debit and credit entries initiated by Originators or Third-Party Senders on the ACH Network.

8. “Origination Agreement” means the contractual agreement between an Originator or a Third-Party Sender initiating entries on behalf of an Originator and an ODFI to accept and process debit and credit entries initiated by the Originator or the Third-Party Sender acting on behalf of the Originator.

9. “Originator” means any party that initiates entries into the ACH Network through a relationship with an ODFI or a Third-Party Sender initiating entries on its behalf.

10. “Regulatory Agency” means any public authority or government agency responsible for exercising authority over financial institutions in any manner, including, but not limited to, the Comptroller of the Currency (OCC), Federal Deposit Insurance

Corporation (FDIC), Federal Reserve System (FRS), National Credit Union Administration (NCUA), Office of Thrift Supervision (OTS), and all state attorneys general and financial institution regulatory agencies.

11. “Relating to,” “refer to,” “with respect to,” “reflect,” “regarding,” “pertaining to” or “concerning” means mentioning, discussing, reflecting, containing, consisting of, evidencing, embodying, stating, dealing with, making reference or relating to in any way, or having any logical or factual connection with the subject matter identified in a discovery request.

12. “Shotton Declarations” mean the two declarations of John Shotton submitted in this litigation (Docket. Nos. 104 and 151).

13. “Third-Party Sender” means a third-party service provider on the ACH Network that acts as an intermediary between the ODFI and the Originator by initiating entries into the ACH Network on behalf of the Originator through an ODFI pursuant to an Origination Agreement with the ODFI.

14. The words “and” and “or” shall be construed conjunctively or disjunctively as necessary to call for the broadest possible construction and to bring within the scope of this request any information that may otherwise be construed to be outside its scope.

15. The use of the singular form of any word shall include the plural and vice-versa.

16. The present tense includes the past and future tenses. Words in the masculine, feminine or neuter form shall include each of the other genders.

INSTRUCTIONS

1. Documents that are in paper form or that constitute other physical objects from which recorded information may be visually read, as well as audio or video tapes and similar recordings, should be produced in their original form or in copies that are exact duplicates of the originals. Computer files and similar electronic records should be produced in a readable form mutually agreed upon by the parties.

2. Each document shall be produced in its entirety, without abbreviation or expungement, and including both the front and back of any document with printed matter or handwriting on both sides. Requests for documents shall be deemed to include requests for any and all transmittal sheets, cover letters, exhibits, enclosures, or any other annexes or attachment to the documents, in addition to the documents themselves.

3. Documents should be produced either (a) as they are kept in the ordinary course of business, complete with the original file folders, binders, or other containers in which they are stored (or legible copies of the labels from those folders, binders, or containers), or, alternatively, (b) organized according to the document request(s) to which they are responsive. If you elect the latter mode of production, each document or set of documents from a particular file, binder, or other container should be accompanied by a legible copy of the label from that container or some other reliable indicator of the file from which it was taken.

4. Where the custodian of any document is unclear from the face of the document, you should supply a log identifying the custodian(s) for each such document.

5. If you object to any portion of any request, you should identify the portion to

which you object, state the basis for the objection, and respond to the remainder. If any portion of any document is responsive to any request, the entire document shall be produced.

6. You are required, in responding to these document requests, to obtain and produce all documents in your possession, available to you, or under your control, or in the possession of, available to, or under the control of your attorneys or agents.

7. Where a specified document is requested, such request shall not be interpreted to exclude any other documents where it is known that such other documents contain information relevant to the request.

8. If any of the requested documents were but are no longer in your possession or subject to its control, you shall state: (i) what disposition was made of it and when; (ii) the reasons for such disposition; (iii) the present or last known location of that document; and (iv) the names and addresses of all persons with knowledge of the contents of that document and/or its disposition.

9. Each request that seeks documents relating in any way to communications to, from, or within a business and/or corporate or governmental entity, it is hereby designated to mean, and should be construed to include, all documents relating to communications by and between representatives, employees, agents, attorneys, and/or servants of the business and/or corporate and/or governmental entity.

DOCUMENTS TO BE PRODUCED

1. All Origination Agreements between Great Plains and BMO (or a Third-Party Sender acting on behalf of Great Plains).

2. All Documents and Communications in Great Plains' possession, custody or control relating to the law and rules of the Otoe-Missouria Tribe of Indians that would be applicable to an arbitration between Plaintiff James Dillon and any other person or entity premised in whole or in part on claims arising from his loans from Great Plains.

3. All Documents and Communications reflecting the law of the Otoe-Missouria Tribe of Indians as it relates to consumer lending and/or consumer arbitration (if different than Request No. 2).

4. All Origination Agreements between Great Plains and the ODFI bank referred to in paragraph 7 of John Shotton's June 5, 2015 declaration (Doc. 151).

5. All agreements between Great Plains and the "third-party payment processor" referred to in paragraph 11 of John Shotton's June 5, 2015 declaration (Doc. 151).

6. All Documents and Communications reflecting Great Plains' purported forgiveness of James Dillon's payday loan debt as referred to in paragraph 12 of John Shotton's June 5, 2015 declaration (Doc. 151).

7. All Documents and Communications reflecting Great Plains' corporate structure, including descriptions of the roles and responsibilities of Great Plains' officers.

8. All Documents and Communications reflecting Great Plains' ownership structure including all persons and entities that have a financial interest in Great Plains' consumer lending business.

9. All Documents and Communications reflecting the distribution of revenue and/or profits derived from Great Plains' consumer lending business.

10. All Documents and Communications between Great Plains and BMO relating to James Dillon and/or this litigation.

11. All Documents and Communications between Great Plains and BMO relating to the preparation and content of the Shotton Declarations.

12. All Documents and Communications between Great Plains and BMO relating to interest rates and/or finance charges on consumer loans offered by Great Plains.

13. All Documents and Communications between Great Plains and BMO relating to the legality of Great Plains' consumer lending business.

14. All Documents and Communications between Great Plains and BMO relating to the legality and/or enforceability of Great Plains' consumer loan agreements.

15. All Documents and Communications between Great Plains and James Dillon, including consumer loan agreements, correspondence and debt collection communications.

16. All Documents and Communications reflecting Great Plains' debt collection procedures.

17. All Documents and Communications reflecting Great Plains' record-keeping systems for customer account information, including chain of custody at every step of the loan-making process.

18. All Documents and Communications reflecting the factual basis for the assertion that consumer loan agreements made over the Internet are the “sole subject matter and personal jurisdiction of the Otoe-Missouria Tribe of Indians Tribal Court” as set forth in James Dillon’s consumer loan agreement.

19. All Documents and Communications reflecting the factual basis for the assertion that Great Plains’ consumer loan agreements are “made pursuant to a transaction involving the Indian Commerce Clause of the Constitution of the United States of America” as set forth in James Dillon’s consumer loan agreement.

20. All Documents and Communications reflecting the factual basis for the assertion that Great Plains does “not have a presence in Oklahoma or any other state of the United States of America” and that “[n]either this Agreement nor the Lender is subject to the laws of any state of the United States” as set forth in James Dillon’s consumer loan agreement.

21. All Documents and Communications reflecting how much income Great Plains has received from the “Returned Payment Fee” referred to in James Dillon’s consumer loan agreement in each year since 2010.

22. All Documents and Communications relating to the legality and/or enforceability of Great Plains’ consumer loan agreements.

23. All Documents and Communications relating to Great Plains’ reporting of consumer loan information to credit bureaus as set forth in in James Dillon’s consumer loan agreement.

24. All Documents and Communications reflecting exactly how many consumer complaints Great Plains' receives annually relating to its consumer lending practice.

25. All Documents and Communications reflecting exactly how many consumers have opted out of the mandatory arbitration provision in Great Plains' consumer loan agreement.

26. All Documents and Communications reflecting exactly how many consumers have successfully negotiated any terms set forth in Great Plains' consumer loan agreement.

27. All Documents and Communications reflecting exactly how many consumers have initiated and completed arbitration proceedings with Great Plains pursuant to a dispute arising out of Great Plains' consumer loan agreement.

28. All Documents and Communications reflecting the results of every arbitration conducted pursuant to a dispute arising out of Great Plains' consumer loan agreement, including for each action (a) the party that initiated the arbitration (Great Plains or consumer); (b) the case number; (c) the date of the arbitration; (d) the names of the parties involved; (e) the specific nature of the dispute; (f) the arbitrator(s) used; (g) the outcome of the arbitration; and (h) whether the arbitration award was affirmed or rejected by a tribal court.

29. All Documents and Communications reflecting every Otoe-Missouria Tribe of Indians Tribal Court decision or proceeding that in any way relates to a consumer lending dispute, including affirmance or rejection of an arbitration award, arising out of a Great Plains' consumer loan agreement.

30. All Documents and Communications relating to Great Plains' formation of the contractual language included in its consumer loan agreements.

31. All Documents and Communications reflecting the rules and procedures of the Otoe-Missouria Tribe of Indians Tribal Court, including the judicial structure and processes and procedures for election or appointment of tribal court judges.

32. All Documents and Communications between you and any U.S. federal executive department including the Department of Justice relating to your consumer loan business.

33. All Documents and Communications between you and any state or federal Regulatory Agency relating to your consumer loan business.

34. All Documents and Communications with NACHA relating to compliance with NACHA Operating Rules and/or warnings of potential non-compliance with the NACHA Operating Rules.

DECLARATION OF SABA BAZZAZIEH

I, Saba Bazzazieh, hereby declare as follows:

1. I am a partner with the law firm of Rosette, LLP, counsel to Great Plains Lending LLC (“Great Plains”), a wholly owned entity and economic arm of the Otoe-Missouria Tribe of Indians, a Federally-Recognized Indian Tribe (“Tribe”). I am admitted to practice law in the courts of the State of Arizona as well as the District of Columbia.

2. I am over the age of eighteen, am competent and of sound mind, and I am not a party to this action. I have personal knowledge of the matters set forth in this Declaration except as to those matters expressly stated on information and belief, and as to those matters, I am informed and believe them to be true. If called as a witness, I can and would testify competently to the matters set forth in this Declaration.

3. On October 8, 2013, a federal class action lawsuit was brought by lead plaintiff James Dillon in the matter styled *Dillon v. BMO Harris Bank, N.A., et al.*, Case No. 1:13-CV-897, currently pending before the United States District Court for the Middle District of North Carolina against a number of Defendants seeking monetary damages, restitution, and declaratory and injunctive relief (“North Carolina Action”). Importantly, Great Plains is not a named Defendant in the North Carolina Action.

4. On or about August 13, 2015, I learned of a Subpoena to Testify at a Deposition in a Civil Action (“Subpoena”) in the North Carolina Action.

5. On August 14, 2015, in accordance with FRCP 26(c), I in good faith conferred telephonically with Plaintiffs’ counsel in the North Carolina Action, Darren T. Kaplan of the Darren Kaplan Law Firm, P.C., 1359 Broadway, Suite 2001, New York, NY 10018, in an effort to resolve the underlying dispute without court action.

6. Moreover, on August 24, 2015 and September 2, 2015, respectively, I delivered written correspondence to Plaintiff’s legal counsel (Kaplan), advising as to Great Plains’ sovereign status and its immunity from unconsented judicial process,

including the Subpoena at issue, and requesting that the Plaintiff voluntarily withdraw the Subpoena for this compelling and legally mandated reason. A true and correct copy of the above referenced correspondences are attached hereto as **Exhibits A and B**.

7. On August 26, 2015, Mr. Kaplan responded in a letter, refusing to acknowledge Great Plains' or the Tribe's sovereign status and their immunity from suit and declining to take a position as to Great Plains' request for voluntary withdrawal. A true and correct copy of Mr. Kaplan's correspondence to me is attached hereto as **Exhibit C**. Thus, the Plaintiff class in the North Carolina Action refused my client's good faith invitation to resolve this issue outside of Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this declaration was executed on September 16, 2015, in Washington, D.C.



Saba Bazzazieh

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EXHIBIT A



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August 24, 2015

VIA FEDERAL EXPRESS AND EMAIL (dkaplan@darrenkaplanlaw.com)

Darren T. Kaplan
Darren Kaplan Law Firm, P.C.
1359 Broadway
Suite 2001
New York, NY 10018

**Re: Great Plains Lending, LLC;
*Dillon v. BMO Harris Bank, N.A., et al.; Case No. 1:13-CV-897***

Dear Mr. Kaplan:

Per our telephone discussion on Friday, August 14th, this law firm represents Great Plains Lending, LLC, ("GPL"), a wholly owned and operated business entity of the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe ("Tribe"). We are in receipt of the subpoena issued to GPL in the above-referenced action, dated August 13, 2015 ("Subpoena"). The Subpoena purports to command the production of documents as well as in-person testimony.

As stated above, GPL is a wholly owned and operated economic arm and instrumentality of the Otoe-Missouria Tribe of Indians, and as such, retains the privileges of the immunities of the Tribe, including immunity from judicial process. During our telephone conversation, you requested documentation demonstrating GPL's tribal ownership and establishment, pursuant to tribal law. We have enclosed the relevant information for your reference but also note that this information is a matter of public record. By way of background, pursuant to well-established federal authority, Indian tribes and tribal entities are not subject to the subpoena power of the state and are immune from judicial processes, absent a clear and unequivocal waiver of sovereign immunity. See *United States v. James*, 980 F.2d 1314, 1319 (9th Cir. 1992); *Bishop Paiute Tribe v. County of Inyo*, 291 F.3d 549, 560 (9th Cir. 2002), *vacated on other grounds and remanded by Inyo County v. Paiute-Shoshone Indians of the Bishop Cmty. of the Bishop Colony*, 538 U.S. 701 (2003); and, *Catskill Dev., L.L.C. v. Park Place Entm't Corp.*, 206 F.R.D. 78 (S.D.N.Y. 2002).¹

¹ Tribal sovereign immunity from subpoena process has been reaffirmed in the context of wholly owned tribal online lending businesses. See, e.g., *Cash Advance & Preferred Cash Loans v. State*, 242 P.3d 1099, 1111 (Colo. 2010), *remanded to Colorado v. Cash Advance*, 2012 WL 3113527 (Colo. Dist. Ct. Feb. 13, 2012).

Mr. Darren T. Kaplan
August 24, 2015
Page 2 of 2

Based on the authority provided above, GPL is not compelled, in any manner, to comply with the terms of the Subpoena. Notwithstanding this, however, in the spirit of good faith and cooperation, GPL is willing to voluntarily provide certain relevant documents, including, but not limited to, the Tribe's lending laws and laws pertaining to GPL's business establishment. It cannot do so, however, until the Subpoena is formally withdrawn. Once proof of the withdrawal is provided, GPL will work in cooperation to provide relevant Tribal documents.

Please advise by September 1, 2015 as to your intention to withdraw the Subpoena. To the extent that you are unwilling to do so, GPL will take necessary action with the Court to have the Subpoena set aside through formal Court order. We do not believe such action is necessarily in your client's best interest from a cost or time efficiency standpoint.

Please do not hesitate to contact me with any questions or concerns regarding this matter.

Nothing contained herein is intended as, or shall be construed as, an admission or waiver of any rights that GPL or the Tribe have, all of which are expressly reserved.

Sincerely,

ROSETTE, LLP



Saba Bazzazieh

Enclosure.



OTOE-MISSOURIA TRIBE OF INDIANS

8151 HIGHWAY 177
RED ROCK, OK 74651-0348

OMTC# 54293 FY2011

RESOLUTION

A RESOLUTION CREATING GREAT PLAINS LENDING, LLC

NOW, THEREFORE, BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE OTOE-MISSOURIA TRIBE OF INDIANS, AND

WHEREAS, the Otoe-Missouria Tribal Council, the governing body of the Otoe-Missouria Tribe of Indians, in accordance with the Tribal Constitution, Article VIII-Powers, Section I, duly convened to discuss, review, and approve tribal business; and

WHEREAS, the Constitution and By-Laws of the Otoe-Missouria Tribe of Indians provides that the Otoe-Missouria Tribal Council shall have the power to act on behalf of the Tribe in all matters on which the Tribe is empowered to act; and

WHEREAS, the Otoe-Missouria Tribal Council is the supreme governing body of the Otoe-Missouria Tribe of Oklahoma with the authority to enact laws and ordinances; and

WHEREAS, the Otoe-Missouria Tribal Council has determined that it is in the best interests of the Otoe-Missouria people to organize an arm of the Tribe pursuant to the Otoe-Missouria Tribe of Indians Limited Liability Company Act to advance tribal economic development to aid addressing issues of public safety, health and welfare, and therefore, desires to create the tribal lending entity, Great Plains Lending, LLC; and

WHEREAS, the Otoe-Missouria Tribal Council has determined that the best interest of the Otoe-Missouria Tribe of Indians is best served by the creation of Great Plains Lending, LLC.

THEREFORE, BE IT RESOLVED, that the Otoe-Missouria Tribal Council does hereby form Great Plains Lending, LLC as a limited liability company wholly-owned by the Tribal government pursuant to Part 9 of Otoe-Missouria Limited Liability Company Act with all the powers and attributes associated therewith including, but not limited to, sovereign immunity. The Articles of Formation for Great Plains, LLC are attached to this resolution and are hereby adopted and accepted.

BE IT FURTHER RESOLVED, that the Board of Directors of Great Plains Lending, LLC shall consist of five (5) members including the President of the Development Authority and the Tribal Vice-Chairman. The remaining Board members shall be appointed by the Tribal Council and shall serve three (3) year terms. All Board members of Great Plains Lending, LLC or any Great Plains Lending, LLC subsidiary must be at least eighteen (18) years old. No Board member of Great Plains Lending, LLC or any Great Plains Lending, LLC subsidiary may have ever been: (i) convicted of any misdemeanor involving fraud or violation of law governing the consumer finance business or any business of a similar nature or any felony, or (ii) permanently or temporarily enjoined by a court of competent jurisdiction from engaging in or continuing any conduct or practice involving any aspect of a consumer finance service or any business of a similar nature.

BE IT FURTHER RESOLVED, that pursuant to Part 9 of the Otoe-Missouria Limited Liability Company Act, the Board of Directors of Great Plains Lending, LLC shall have the authority to create subsidiary LLCs which are wholly owned by the Tribe.

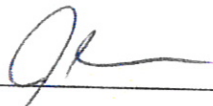
BE IT FURTHER RESOLVED, that, the Otoe-Missouria Tribal Council grants to Great Plains Lending, LLC formed under Part 9 of the Otoe-Missouria Tribe of Indians Limited Liability Company, as a wholly-owned entity of the Tribe, a consumer lending license required under Section 104 of the Otoe-Missouria Tribe of Indians Consumer Finance Regulatory Commission Ordinance hereby waiving the fees, application and renewal requirements of Sections 105, 106, 107, 108 and 109 of such Ordinance.

CERTIFICATION

We, the undersigned, Chairman and Secretary of the Otoe-Missouria Tribal Council, do hereby certify by signature, that the above foregoing Resolution was given due consideration on this 4th day of May, 2011 with a quorum present and a vote of:

6 FOR, 0 AGAINST, 0 ABSENT, and 1 ABSTAINING

(SEAL)



Chairman

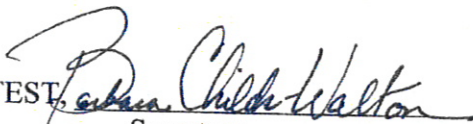
ATTEST, 
Secretary

EXHIBIT B



1100 H. STREET, N.W., SUITE 400, WASHINGTON, DC 20005
TELEPHONE (202) 652-0579 • FACSIMILE (202) 525-5261
www.rosettela.com

September 2, 2015

VIA FEDERAL EXPRESS AND EMAIL (dkaplan@darrenkaplanlaw.com)

Darren T. Kaplan
Darren Kaplan Law Firm, P.C.
1359 Broadway
Suite 2001
New York, NY 10018

Re: Response to August 26, 2015 Letter
Dillon v. BMO Harris Bank, N.A., et al.; Case No. 1:13-CV-897

Dear Mr. Kaplan:

I am in receipt of your letter, dated August 26, 2015. In your letter, you take no position on (or otherwise refute) the sovereign status of Great Plains Lending, LLC ("GPL"), and its sovereign immunity from judicial process, precluding the enforcement of subpoenas, including the third-party subpoena at issue in the above-captioned action. Instead, your letter points to verbiage contained in a declaration of the Tribe's elected Chairman and GPL's Secretary/Treasurer to support your position that GPL would be mandated to comply with the subpoena terms.

Please be advised that the declaration at issue – which was provided for the sole and exclusive purpose of authenticating Plaintiff Dillon's loan agreement¹ with GPL- does not, in any way, constitute a waiver of GPL or the Tribe's sovereign immunity from judicial process. Indeed, it is well-established that waivers of tribal sovereign immunity "cannot be implied but must be unequivocally expressed." *Santa Clara Pueblo*, 436 U.S. at 58-59 (quoting *United States v. Testan*, 424 U.S. 392, 399 (1976), *United States v. King*, 395 U.S. 1, 4 (1969)) (emphasis added). Importantly for purposes of this case, "[a]bsent an effective waiver or consent," Indian tribes are immune from suit. *Puyallup Tribe*, 433 U.S. at 172. *Cf. United States v. Nordic Village, Inc.*, 503 U.S. 30, 32 (1992) (waiver of federal government's immunity must be unequivocally expressed in order to be "effective").²

¹ It is significant to note that, based on our understanding, Plaintiff Dillon has not disputed the fact that he entered into a loan agreement (as authenticated via declaration) with GPL, nor do the inquiries contained in the subpoena to GPL raise any concerns relevant to this issue.

² United States courts of appeal decisions are uniformly in accord. *See, e.g., Florida v. Seminole Tribe of Florida*, 181 F.3d 1237, 1243 (11th Cir. 1999); *Cherokee Nation of Oklahoma v. Babbitt*, 117 F.3d 1489, 1498 (D.C. Cir. 1997); *Lower Brule Sioux Tribe v. South Dakota*, 104 F.3d 1017, 1026 (8th Cir. 1997); *Sac and Fox Nation v. Hanson*, 47 F.3d 1061, 1063 (10th Cir. 1995); *Hopi Tribe v. Navajo Tribe*, 46 F.3d 908, 921 (9th Cir. 1995); *Pit River Home and Agr. Co-op. Ass'n v. U.S.*, 30 F.3d 1088, 1100 (9th Cir. 1994).

Mr. Darren T. Kaplan
September 2, 2015
Page 2 of 2

Moreover, it is our understanding that the discovery to which the parties in the above-captioned case stipulated and the Court consented, was limited in scope and intended to pertain only to the issues of arbitration raised in the Defendants' Motion to Compel. The broad range of information sought in your third-party subpoena to GPL demonstrates different intentions on the part of your client, to which GPL has not and will not consent.

Notwithstanding the above, as I stated in our prior letter, GPL is willing, as a showing of good faith, to voluntarily provide Tribal laws and documentation relevant to the limited discovery to which the parties stipulated. Please advise as soon as possible if you would like to pursue this amicable document exchange through the voluntary withdrawal of the third-party subpoena issued to GPL. To the extent that you are not interested in doing so, as stated previously, GPL will seek appropriate relief from the court of proper jurisdiction.

Nothing contained herein is intended as, or shall be construed as, an admission or waiver of any rights that GPL or the Tribe have, all of which are expressly reserved.

Sincerely,

ROSETTE, LLP



Saba Bazzazieh

cc: Counsel for Defendants
Mary K. Mandeville
Lucia Nale
Debra Bob-Ernest
Kevin Ranlett
Reid C. Adams, Jr.
Garth A. Gersten
Jonathan R. Reich
Eric A. Pullen
Leslie Sara Hyman
Etan Tepperman
Mark Vasco
Eric Rieder
Michael P. Carey
Clifton L. Brinson
Carl N. Patterson, Jr.
Isaac A. Linnartz

EXHIBIT C

Darren Kaplan Law Firm, P.C.

1359 Broadway • Suite 2001
New York • NY • 10018
212.999.7370 Phone
646.390.7410 Fax
dkaplan@darrenkaplanlaw.com

August 26, 2015

Via FedEx and e-mail (sbazzazieh@rosettela.com)

Saba Bazzazieh, Esq.
Rosette, LLP
Attorneys at Law
1100 H Street, NW, Suite 400
Washington, DC 20005

Re: Dillon v. BMO Harris Bank, et al. Case No. 1:13-cv-00897-CCE-LPA

Dear Ms. Bazzazieh:

I write in response to yours of August 24, 2015. I understand your position to be that Great Plains Lending, LLC (“Great Plains”) is “a wholly owned and operated business entity of the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe (“Tribe”) . . . and as such, retains the privileges of the immunities of the Tribe, including immunity from judicial process.” You have nevertheless offered voluntarily to provide “certain relevant documents” so long as I first withdraw the subpoena. Without regard to my views on the issue of Great Plains’s purported entitlement to tribal immunity, and assuming *arguendo* that such voluntary production would be sufficient here, which it is not, conspicuous by its absence is any representation that an employee of Great Plains is prepared to provide deposition testimony in this matter as the subpoena requires.

Enclosed please find copies of the sworn declarations John Shotton voluntarily provided in this litigation. On page one of the declarations, Mr. Shotton--who self-identifies as “Secretary/Treasurer” of Great Plains--makes the following representations under penalty of perjury:

I make this declaration based on personal knowledge of the facts set forth herein, and *if called as a witness, I could and would testify to the following facts.* (emphasis added)

Darren Kaplan Law Firm, P.C.

Dillon v. BMO
August 26, 2015
Page 2

Is Mr. Shotton, or some other employee of Great Plains willing to testify under oath in this matter as required by the subpoena and as Mr. Shotton represented he would be willing to do in his declarations?

Kindly provide me with a response prior to your self-imposed deadline of September 1, 2015 for moving to quash the subpoena.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Darren Kaplan", written in a cursive style.

Darren T. Kaplan

Enclosures

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JAMES DILLON on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff unknown (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Darren T. Kaplan, Esq. Et al. 1359 Broadway, Ste. 2001 New York, NY 10018

DEFENDANTS

BMO HARRIS BANK, N.A. et al.

County of Residence of First Listed Defendant unknown (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Mary K. Mandeville, Esq. Et al. 2901 Coltsgate Road, Ste. 202 Charlotte, NC 28211

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Fed.R.Civ.P. 26, 45. Brief description of cause: Motion to Quash and/or for Protective Order

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Unknown - Middle Dist. North Carolina DOCKET NUMBER 1:13-CV-0897

DATE 09/16/2015 SIGNATURE OF ATTORNEY OF RECORD s/David H. Herrold (2 W. 2nd St., Ste. 700, Tulsa, OK 74103)

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE