

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION**

WEST FLAGLER ASSOCIATES, LTD.,  
a Florida Limited Partnership d/b/a  
MAGIC CITY CASINO, and  
BONITA-FORT MYERS  
CORPORATION, a Florida  
Corporation d/b/a  
BONITA SPRINGS POKER ROOM,  
Plaintiffs,

Case 4:21-cv-00270-AW-MJF

v.

RONALD DION DESANTIS, in his  
official capacity as Governor of the  
State of Florida, and JULIE IMANUEL  
BROWN, in her official capacity as Secretary  
of the Florida Department of Business  
and Professional Regulation,

Defendants.

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**LIMITED INTERVENOR SEMINOLE TRIBE OF FLORIDA'S MOTION  
TO DISMISS FOR FAILURE TO JOIN AN INDISPENSABLE PARTY  
AND MEMORANDUM OF LAW**

Limited Intervenor Seminole Tribe of Florida (the "Tribe"), pursuant to  
Federal Rules of Civil Procedure 12(b)(7) and 19, hereby moves to dismiss Plaintiffs'

Complaint [DOC. 1] in the above-captioned matter with prejudice for failure to join an indispensable party.<sup>1</sup>

## **I. INTRODUCTION**

Plaintiffs challenge the 2021 gaming compact ("2021 Compact") entered into between the Tribe and the State of Florida under the Indian Gaming Regulatory Act as "unauthorized or otherwise unlawful under Federal law pursuant to the Supremacy Clause of the United States Constitution." Pls.' Compl. [DOC. 1] ¶ 1. As this Court held in *PPI v. Kempthorne*, the Tribe is a necessary and indispensable party to a suit challenging the legality of its gaming compact with the State. No. 08-cv-248, 2008 WL 2705431, at \*4 (N.D. Fla. July 8, 2008). Because the Tribe cannot be joined due to its immunity, the case must be dismissed. *Id.*

## **II. ARGUMENT**

In *PPI v. Kempthorne*, P.P.I., Inc., a pari-mutuel company, sued the Secretary of the Interior and the Florida Governor for their approval of the gaming compact between the Tribe and the State. No. 08-cv-248, 2008 WL 2705431 (N.D. Fla. July 8, 2008). Like Plaintiffs in the present case, P.P.I. claimed that the gaming

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<sup>1</sup> The Tribe has moved to intervene in this case for the sole and limited purpose of filing this motion to dismiss pursuant to Fed. R. Civ. P. 19 and has expressly reserved its immunity from suit. The only manner in which the Tribe may lawfully waive its immunity is by resolution duly enacted by the Tribal Council of the Seminole Tribe of Florida sitting in legal session. *See* Seminole Tribe of Florida Ordinance C-01-95 as amended by Ordinance 84-01(Exhibits A, B). No such resolution has been adopted.

compact entered into by the Tribe and the State under the Indian Gaming Regulatory Act was invalid to the extent it authorized certain games that P.P.I. claimed were illegal under Florida law. *Id.* at \*1.

This court held that the Seminole Tribe was an indispensable party to the lawsuit that could not be joined due to its immunity from suit. The court relied on the fact that "[t]he compact between the Seminole Tribe and the State of Florida is a contract," and that "[w]hen a lawsuit seeks to invalidate a contract, the general rule is that all parties to the contract must be joined." *Id.* at \*3 (citations omitted). *PPI's* holding in this regard is consistent with the longstanding rule that all parties to an agreement like a compact are not only "necessary" but also "indispensable " in actions in which claims are made regarding the validity of that agreement. "No procedural principle is more deeply imbedded in the common law than that, in an action to set aside a lease or a contract, all parties who may be affected by the determination of the action are indispensable." *Lomayaktewa v. Hathaway*, 520 F.2d 1324, 1325 (9th Cir. 1975), *cert. denied*, 425 U.S. 903 (1976) (emphasis added) (citing *Broussard v. Columbia Gulf Transmission Co.*, 398 F.2d 885 (5th Cir. 1968); *Keegan v. Humble Oil & Refining Co.*, 155 F.2d 971 (5th Cir. 1946); *Tucker v. Nat'l Linen Serv. Corp.*, 200 F.2d 858 (5th Cir. 1953)); *see also, e.g., Enter. Mgmt. Consultants, Inc. v. United States ex rel. Hodel*, 883 F.2d 890, 894 (10th Cir. 1989); *Jicarilla Apache Tribe v. Hodel*, 821 F.2d 537, 540 (10th Cir. 1987); *Fluent v.*

*Salamanca Indian Lease Auth.*, 928 F.2d 542, 547 (2nd Cir. 1991). "The general rule is that joint obligees (the parties to a contract whom an obligation is owed) are not only necessary, but indispensable." 7C Charles A. Wright, Arthur R. Miller, and Mary Kay Kane, *Federal Practice and Procedure* § 1613 (3d ed. 2007); *see also, e.g., Harrell & Sumner Contracting Co., Inc. v. Peabody Peterson Co.*, 546 F.2d 1227, 1228-29 (5th Cir. 1977) ("The rule generally applied by federal courts is where two or more parties are joint obligees, they are indispensable parties in an action for enforcement of that obligation.")

The court held that the Tribe was a necessary party to the case under Rule 19(a) "because it has an interest in the compact and it is conducting gaming activities that PPI seeks to invalidate." *PPI*, 2008 WL 2705431, at \*3. The court also noted that P.P.I could not join the Tribe due to its sovereign immunity, *id.* at \*3, and that dismissal of the case would be appropriate if the Tribe were "indispensable." *Id.*

According to this court, a party is considered indispensable if the case cannot proceed "in equity and good conscience" without it. *Id.* at \*4. In order to make that determination, the "Court should consider (1) prejudice to the absent party, (2) the extent the prejudice can be minimized by shaping the judgment to protect the absent party's interests, (3) whether the judgment will be adequate, and (4) the existence of alternate remedies for the plaintiff if the action is dismissed." *Id.* (citing Fed. R. Civ. P. 19(b)). The court found that the United States could not adequately represent the

interests of the Tribe, even if their interests in the validity of the Compact were somewhat aligned. As the court explained:

Identity of interest, however, is not solely determinative in the Eleventh Circuit of whether a party is indispensable. *American Safety Cas. Ins. Co. v. Condor Associates, Ltd.*, 129 Fed. Appx. 540, 542 (11th Cir. Apr.11, 2005). The focus instead is on the prejudice that would be suffered by the Seminole Tribe by a judgment declaring the compact invalid. *Id.*; *Ranger Ins. Co. v. United Hous. of N.M., Inc.*, 488 F.2d 682, 683 (5th Cir.1974). As a practical matter, such a judgment would impair or impede the Seminole Tribe's ability to protect its independent interest in the compact, even if the judgment is not legally binding on the Tribe. *Doty v. St. Mary Parish Land Co.*, 598 F.2d 885, 887 (5th Cir.1979). There remains, moreover, the Seminole Tribe's interest "in its sovereign right not to have its legal duties judicially determined without consent." *Enterprise Mgmt. Consultants, Inc. v. United States ex rel, Hodel*, 883 F.2d 890, 894 (10<sup>th</sup> Cir.1989). This interest cannot be protected by the United States. *Id.*

*Id.* at \* 4. The court concluded that "[u]nder the Rule 19(b) test, the Seminole Tribe is an indispensable party to this litigation." *Id.* Even though there was no alternate forum for P.P.I. to bring its case, in equity and good conscience, the case could not proceed without the Tribe, and as a result the court denied P.P.I.'s motion for a preliminary injunction. *Id.*

The present case must be dismissed for the same reasons. Plaintiffs in this case are pari-mutuel operators like P.P.I. seeking a declaratory judgment from this court that the 2021 Compact between the Tribe and the State is invalid. The Tribe has the same level of interest in the validity of 2021 Compact as it did in the 2007 Compact. The Tribe is projected to realize profits in the hundreds of millions of

dollars from sports betting over the life of the 2021 Compact and those profits would be lost if the challenged provisions are invalidated. As a result, the Tribe is a necessary party "because it has an interest in the compact and it is conducting gaming activities that [the Plaintiff] seeks to invalidate." *PPI*, 2008 WL 2705431, at \*3.

The Tribe cannot be joined here due to its sovereign immunity, which Plaintiffs already have recognized:

Plaintiffs would have added the Tribe as a party defendant; however, Indian tribes generally enjoy sovereign immunity from unconsented suit. *See Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782, 788 (2014) ("Among the core aspects of sovereignty that tribes possess—subject, again, to congressional action—is the ‘common-law immunity from suit traditionally enjoyed by sovereign powers.’”).

Pls.' Compl. [DOC. 1] ¶ 166, n.18. The Tribe is indispensable under the four factor Rule 19(b) test for the same reasons in *PPI v. Kempthorne*.

The first factor, prejudice to the parties, includes prejudice to the absent party. *Am. Greyhound Racing, Inc. v. Hull*, 305 F.3d 1015, 1024 (9th Cir. 2002); *Dewberry v. Kulongoski*, 406 F. Supp. 2d 1136, 1148 (D. Or. 2005). Because the Tribe has a legally protected interest in the validity of the 2021 Compact, that interest will be irrevocably impaired if this case is adjudicated in the Tribe's absence. *Am. Greyhound*, 305 F.3d at 1024-25; *Dewberry*, 406 F. Supp. 2d at 1148; *see also, e.g. Lac du Flambeau Band of Lake Superior Chippewa Indians v. Norton*, 327 F. Supp. 2d 995, 1001 (W.D. Wis. 2004) ("Any judgment touching on the validity of the

[gaming] compact would be prejudicial to the Nation and to the state because of their strong interests as parties to the compact at issue.").

The second Rule 19(b) factor asks whether relief in this case can be tailored in such a way as to lessen the prejudice. It cannot. Plaintiffs' entire case is based on declaring a major portion of the 2021 Compact unlawful. A judgment in favor of Plaintiffs would "impair or impede the Seminole Tribe's ability to protect its independent interest in the compact, even if the judgment is not legally binding on the Tribe," and the Tribe retains the sovereign right not to have its legal duties determined without its consent. *PPI*, 2008 WL 2705431, at \*4. In addition, any relief fashioned in this case "would not protect the tribe[] from other potential effects of the declaration that the gaming conducted by the tribe[] pursuant to [its] compact[] is illegal." *Am. Greyhound*, 305 F.3d at 1025.

As to the third factor, because Plaintiffs' case seeks to invalidate the 2021 Compact, no adequate remedy may be fashioned in the Tribe's absence. The Tribe has a sovereign right not to have its rights adjudicated in its absence. *PPI*, 2008 WL 2705431, at \*4.

Finally, although there is no adequate forum available to Plaintiffs to bring this case in the absence of a waiver of the Tribe's immunity, that factor does not outweigh the others. As courts have ruled time and again, "this result is a common consequence of sovereign immunity, and the tribes' interest in maintaining their

sovereign immunity outweighs the plaintiffs' interest in litigating their claims." *Dewberry*, 406 F. Supp. 2d at 1148 (quoting *Am. Greyhound*, 305 F.3d at 1025); see also *Pit River Home & Agric. Coop. Ass'n v. United States*, 30 F.3d 1088, 1102-03 (9th Cir. 1994). The courts have "regularly held that the tribal interest in immunity overcomes the lack of an alternative remedy or forum for the plaintiffs." *Am. Greyhound*, 305 F.3d at 1025; see also, e.g., *Lac du Flambeau*, 327 F. Supp. 2d at 1001 (stating that "[t]he principle of sovereign immunity overrides plaintiffs' interests in suing") *Confederated Tribes of the Chehalis Reservation v. Lujan*, 928 F.2d 1496, 1500 (9th Cir. 1991) (same); *Fluent*, 928 F.2d at 547 (same); *Enter. Mgmt. Consultants*, 883 F.2d at 894 (same).

### III. CONCLUSION

For the foregoing reasons, the Complaint must be dismissed.

### CERTIFICATE OF CONFERENCE

The undersigned has attempted unsuccessfully to communicate with opposing counsel and assumes that Plaintiffs do not consent to this motion.

/S/ Joseph H. Webster

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### **CERTIFICATE OF SERVICE**

This document was filed and served via the CM/ECF ePortal to the  
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RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

SEMINOLE TRIBE OF FLORIDA  
HOLLYWOOD, FLORIDA

ORDINANCE No. C-01-95

WHEREAS, the SEMINOLE TRIBE OF FLORIDA -- whose ancestral heritage and tribal history substantially predates Colonial America -- formally organized for the common welfare of its tribal members in accordance with the provisions of Section 16 of the Indian Reorganization Act of 1934, as embodied in 25 U.S.C. Section 476. As such, the SEMINOLE TRIBE OF FLORIDA is a sovereign Indian tribe recognized and designated as an Indian tribe pursuant to the Act; and

WHEREAS, the present members of the Seminole Tribe of Florida are descendants of a small number of Seminole Indians who -- approximately 150 years ago -- stood fast to their ancestral land rather than be forcibly removed along what has come to be known as the "Trail of Tears" over which the tribal members of the five civilized tribes (Cherokee, Choctaw, Creek, Chickasaw and Seminole) were marched on foot from their ancestral lands to an area call Indian territory which is now a part of the State of Oklahoma; and

WHEREAS, At the time of its formal organization, the Seminole Tribe of Florida adopted a Constitution and a set of By-laws which were ratified by the tribal community and approved by the United States Secretary of the Interior, in full compliance with the Indian Reorganization Act of 1934. It is the Amended Constitution and By-laws of the Seminole Tribe of Florida which defines the right of the Seminole Tribe of Florida to determine its destiny through self-government as a federally recognized Indian tribe. One of the longstanding powers that the Seminole Tribe of Florida has always had and retained is its rights as a sovereign government to tribal sovereign immunity for itself, its subordinate economic and governmental units, its tribal officials, employees and authorized agents; and

**EXHIBIT A**

RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

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WHEREAS, as a sovereign Indian tribe, the Seminole Tribe of Florida is culturally, politically and economically distinct from non-tribal society which has, for many years, enjoyed distinct educational, economic and other opportunities which, until recently, were not practically available to Seminoles and other Indians; and

WHEREAS, the economic security and general welfare of the Seminole Tribe of Florida and its members are largely dependent upon the careful protection of scarce tribal assets and resources; and

WHEREAS, the Seminole Tribe of Florida, as an aspect of its sovereignty, is entitled to immunity from suit in all state and federal courts absent the clear, express and unequivocal consent of the Seminole Tribe of Florida or the clear, express and unequivocal consent of the United States Congress; and

WHEREAS, the purpose of tribal sovereign immunity is to guard against the unwarranted exercise of state and federal jurisdiction over the Seminole Tribe of Florida, its subordinate economic and governmental units, tribal officials, employees and authorized agents and over tribal affairs which would impinge upon tribal self-government and economic development, including the protection of scarce tribal assets and resources which are held for the benefit of all tribal members and must be available at all times to be applied to meet tribal needs; and

WHEREAS, the government of the Seminole Tribe of Florida constitutionally operates through the Tribal Council and can only function through the actions of tribal officials, employees and authorized agents of the Seminole Tribe of Florida who are likewise entitled to immunity from suit in all state and federal courts where such tribal officials, employees or authorized agents act on behalf of the Seminole Tribe of Florida in the course of their agency or are acting within that degree of

RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

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authority which the Seminole Tribe of Florida is capable of bestowing upon such tribal official, employee, or agent as a matter of federal, constitutional, or tribal law; and

WHEREAS, as an apparent result of increased prosperity, the Seminole Tribe of Florida, its subordinate economic and governmental units as well as tribal officials, employees and authorized agents have been named, from time to time, as parties defendant in federal and state litigation thereby exposing the Seminole Tribe of Florida to unnecessary costs and expenses and threatening the economic resources and general welfare of the Seminole Tribe of Florida and its members; and

WHEREAS, the Seminole Tribe of Florida desires to make clear to all persons having business or otherwise dealing with the Seminole Tribe of Florida, its subordinate economic and governmental units, its tribal officials, employees and authorized agents that the Seminole Tribe of Florida does not under any circumstances intend to voluntarily waive its entitlement to immunity from suit in state and federal courts under the doctrine of tribal sovereign immunity absent strict and complete compliance with the procedures set forth below which shall be the exclusive method for effecting a voluntary tribal waiver of sovereign immunity; and

WHEREAS, the Tribal Council has reviewed this Ordinance and it is otherwise fully advised.

NOW THEREFORE BE IT ORDAINED: that the Seminole Tribe of Florida, its subordinate economic and governmental units as well as its tribal officials, employees and authorized agents are immune from suit brought by any third-party in any state or federal court absent the clear, express and unequivocal consent of the Seminole Tribe of Florida or the clear, express and unequivocal consent of the United States Congress. This immunity shall apply whether the Tribe or any subordinate economic or governmental unit is engaged in a private enterprise or governmental function; and



RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

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BE IT FURTHER ORDAINED: that all tribal officials, employees or other authorized agents shall likewise be immune from suit brought by any third-party in any state or federal court where such tribal official, employee or other authorized agent is either acting on behalf of the Seminole Tribe of Florida in the course of their agency or where the acts of such tribal official, employee or other agent, though mistaken, negligent or otherwise improper are within that degree of authority which the Seminole Tribe of Florida is capable of bestowing upon the agent as a matter of federal, constitutional or tribal law; and

BE IT FURTHER ORDAINED: that the consent of the Seminole Tribe of Florida to waive its immunity from suit in any state or federal court may only be accomplished through the clear, express and unequivocal consent of the Seminole Tribe of Florida pursuant to a resolution duly enacted by the Tribal Council of the Seminole Tribe of Florida sitting in legal session. Any such resolution purporting to waive sovereign immunity as to the Seminole Tribe of Florida, any of its subordinate economic or governmental units or any of its tribal officials, employees or authorized agents shall specifically acknowledge that the Seminole Tribe of Florida is waiving its sovereign immunity on a limited basis and describe the purpose and extent to which such waiver applies. The failure of the Tribal Council resolution to contain such language shall render it ineffective to constitute a waiver of tribal sovereign immunity; and

BE IT FURTHER ORDAINED: that this Tribal Ordinance shall be retroactive to January 1, 1990 and that all prior acts -- other than a clear, express and unequivocal waiver of tribal sovereign immunity pursuant to a resolution duly enacted by the Tribal Council of the Seminole Tribe of Florida sitting in legal session authorizing a waiver of tribal sovereign immunity shall and is hereby declared to be null and void and is hereby renounced; and

BE IT FURTHER ORDAINED: that any "sue and be sued" clause contained in any charter, agreement or other document pertaining, in any respect to any subordinate economic or governmental unit of the Seminole Tribe of Florida is hereby declared to be void and ineffectual as of the date of this Tribal Ordinance; and

RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

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BE IT FURTHER ORDAINED: that any third-party who initiates or maintains any regulatory, administrative or civil action in any state or federal court or before any tribunal of any kind whatsoever against the Seminole Tribe of Florida, any of its subordinate economic or governmental units, or any of its tribal officials, employees or authorized agents who were acting within the course or scope of their agency or who were acting within that degree of authority that the Tribal Council of the Seminole Tribe of Florida is capable of bestowing upon such tribal official, employee or authorized agent as a matter of federal, constitutional or tribal law, such third-party shall be liable for all taxable costs and other expenses as well as attorney's fees incurred in defending against such action; and

BE IT FURTHER ORDAINED: that without waiving tribal sovereign immunity or consenting to any suit in any respect, any action brought against the Seminole Tribe of Florida, any of its subordinate economic or governmental units or any tribal official, employee or other agent for any act arising out of any act committed within the course and scope of their agency or within that degree of authority which the Seminole Tribe of Florida is capable of bestowing upon such tribal official, employee or authorized agent as a matter of federal, constitutional or tribal law may only be venued in the United States District Court for the Southern District of Florida or the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida; and

RE: ORDINANCE OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

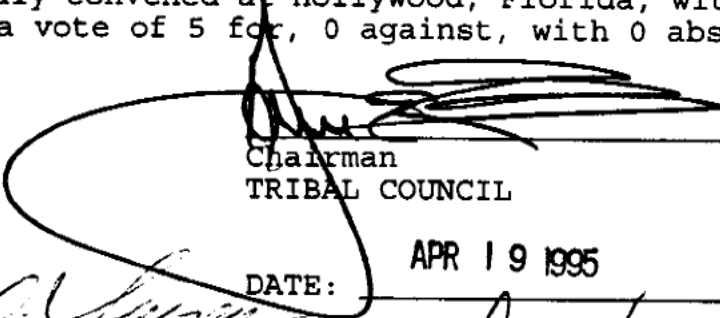
(Ordinance No. C-01-95)

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BE IT FURTHER ORDAINED: that this ordinance is hereby adopted after motion made by Max B. Osceola, Jr. seconded by Fred Smith and a roll call vote as follows:

Chairman James E. Billie . . . . .	Aye
Vice-Chairman Fred Smith . . . . .	Aye
Council Representative David R. Cypress. . . . .	Aye
Council Representative Jack Smith, Jr. . . . .	Aye
Council Representative Max B. Osceola, Jr. . . . .	Aye

DONE THIS 16th DAY OF March, 1995, at the regular meeting of the Tribal Council, duly convened at Hollywood, Florida, with a quorum being present by a vote of 5 for, 0 against, with 0 abstentions.

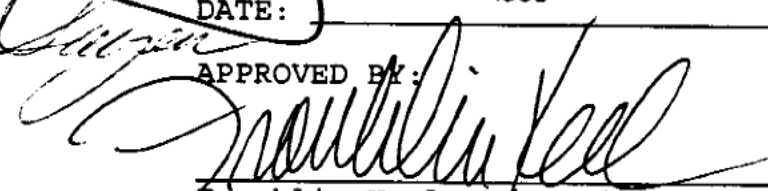
  
Chairman  
TRIBAL COUNCIL

DATE:

APR 19 1995

  
Secretary/Treasurer  
TRIBAL COUNCIL

APPROVED BY:

  
Franklin Keel, Area Director  
UNITED STATES DEPARTMENT OF THE  
INTERIOR, BUREAU OF INDIAN AFFAIRS,  
EASTERN AREA OFFICE



RE: AMENDMENT TO ORDINANCE NO. C-01-95 OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES, AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF TRIBAL SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

SEMINOLE TRIBE OF FLORIDA  
HOLLYWOOD, FLORIDA

RESOLUTION NO.: C-84-01

WHEREAS, the Seminole Tribe of Florida is an organized Indian Tribe as defined in Section 16 of the Act of June 18, 1934, as amended; and

WHEREAS, on or about March 16, 1995, the Tribal Council of the Seminole Tribe of Florida duly enacted Ordinance No. C-01-95 setting forth the specific manner and method in which the Tribal Council of the Seminole Tribe of Florida could waive its immunity and the immunity of any of its subordinate economic or governmental units or any Tribal official, employee or other agent for acts arising out of any act committed within the course and scope of their agency or authority; and

WHEREAS, the Ordinance provided that any action brought against the Seminole Tribe of Florida, any its subordinate economic or governmental units or any Tribal official, employee or other agent for any act committed within the course and scope of their agency or authority could only be brought in the United States District Court for the Southern District of Florida or the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida; and

WHEREAS, the Seminole Tribe of Florida has become increasingly involved in business ventures and transactions throughout the United States and the world and the limitation of venue provision contained in Ordinance No. C-01-95 has had a negative impact and effect on the same.

NOW THEREFORE BE IT RESOLVED: that the following provision from Ordinance No. C-01-95 shall be deemed deleted from the Ordinance and shall have no further effect:

BE IT FURTHER RESOLVED: that without waiving tribal sovereign immunity or consenting to any suit in any respect, any action brought against the Seminole Tribe of Florida, any of its subordinate economic or governmental units or any tribal official, employee or other agent for any act arising out of any act committed within the course and scope of their agency within that degree

**EXHIBIT B**

RE: AMENDMENT TO ORDINANCE NO. C-01-95 OF THE SEMINOLE TRIBE OF FLORIDA RELATING TO ITS IMMUNITY FROM SUIT UNDER THE DOCTRINE OF TRIBAL SOVEREIGN IMMUNITY; THE APPLICABILITY OF SUCH IMMUNITY TO TRIBAL OFFICIALS, EMPLOYEES, AND AUTHORIZED TRIBAL AGENTS; EXCLUSIVE METHOD FOR TRIBAL WAIVER OF TRIBAL SOVEREIGN IMMUNITY AND RENUNCIATION OF ALL PRIOR NON-CONFORMING ACTS PURPORTING TO WAIVE TRIBAL SOVEREIGN IMMUNITY AS TO THE SEMINOLE TRIBE OF FLORIDA AND ITS TRIBAL OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS

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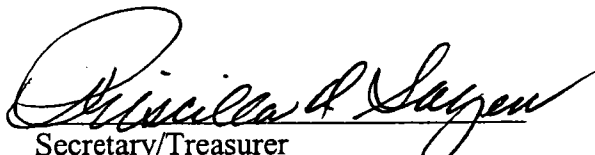
of authority which the Seminole Tribe of Florida is capable of bestowing upon such tribal official, employee or authorized agent as a matter of federal, constitutional or tribal law may only be venued in the United States District Court for the Southern District of Florida or the Circuit Court of the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida; and

BE IT FURTHER RESOLVED: that this resolution is hereby adopted after motion made by Max B. Osceola, Jr. seconded by David R. Cypress and a roll call vote as follows:

Chairman James E. Billie.....	AYE
Vice Chairman Mitchell Cypress.....	AYE
Council Representative David R. Cypress.....	AYE
Council Representative Jack Smith, Jr.....	AYE
Council Representative Max B. Osceola, Jr.....	AYE

DONE THIS 8<sup>th</sup> day of March, 2001, at the regular meeting of the Tribal Council, duly convened at Hollywood, Florida, with a quorum being present by a vote of 5 for, 0 against, and 0 abstentions.

ATTEST:

  
Secretary/Treasurer  
TRIBAL COUNCIL

  
Acting Chairman  
TRIBAL COUNCIL

DATE: 9/21/01

APPROVED BY:  
BUREAU OF INDIAN AFFAIRS

\_\_\_\_\_  
By:  
As its: Area Director