



THE MILLE LACS BAND OF
OJIBWE INDIANS
Legislative Branch of Tribal Government

JOINT RESOLUTION 18-04-117-19

**A JOINT RESOLUTION APPROVING THE ATTORNEY RETENTION
LETTER AGREEMENT WITH LOCKRIDGE GRINDAL NAUEN P.L.L.P.
FOR POTENTIAL OPIOID LITIGATION**

- WHEREAS, the Mille Lacs Band Assembly (“Band Assembly”) is the duly elected governing body of the Mille Lacs Band of Ojibwe (“Band”) a federally-recognized Indian Tribe; and
- WHEREAS, pursuant to 3 MLBSA § 2(d), the Band Assembly is empowered to adopt resolutions to promote the general welfare of the people of the Band; and
- WHEREAS, pursuant to 2 MLBSA § 2(f), is responsible for ratifying agreements and contracts, including contracts for legal services; and
- WHEREAS, pursuant to 4 MLBSA § 2, the Chief Executive of the Band is empowered to exercise the Executive Branch powers of the Band; and
- WHEREAS, the Band Assembly and Chief Executive have established as a priority the improvement of spiritual, physical, mental, social and economic wellbeing of the people of the Band; and
- WHEREAS, the Band and its members have suffered disproportionately from the over-prescription of opioids to Band members thus resulting in damage to the economic and social fabric of the Band; and
- WHEREAS, the Band agrees to retain the law firm of Lockridge Grindal Nauen, P.L.L.P. (“Firm”) to represent the Band in its potential claims against certain distributors and manufacturers of opioid drugs on terms set forth in the attached proposed attorney retention letter agreement (“Retention Agreement”); and
- WHEREAS, the Band understands that if there is a monetary recovery of any kind for the Band, the Band agrees to pay certain out-of-pocket litigation-related costs from such recovery plus attorney fees to the Firm of 20% of the gross amount finally recovered, whether by settlement, trial, or appeal; and
- WHEREAS, if the Band recovers injunctive relief resulting in the creation of a monetary fund, the Firm will recover costs and fees from the fund. If the Band recovers based on a statutory claim that provides for fee shifting (i.e., the defendants are required to pay attorney fees), the Firm will apply to the Court for a fee award; and

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WHEREAS, if there is no recovery for the Band, the Band will not owe the Firm attorneys' fees or any out-of-pocket costs associated with litigation.

NOW, THEREFORE, BE IT RESOLVED that the Band Assembly and Chief Executive hereby approve the attached Retention Agreement with Lockridge Grindal Nauen PLLP for potential opioid litigation; and

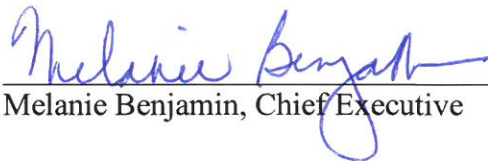
WE DO HEREBY CERTIFY that the foregoing resolution was duly concurred with and adopted at a regular session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present, held on the 10th day of September, 2019 at Aazhoomog, Minnesota by a vote of 3 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of the Assembly.



Sheldon Boyd, Speaker of Assembly

IN CONCURRENCE, with the action of the Speaker of the Assembly, I hereunto set my hand to this resolution.



Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND