

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

STATE OF MICHIGAN,

Plaintiff,

v

HANNAHVILLE INDIAN COMMUNITY,

Defendant.

No. 2:17-cv-00045-GJQ-TPG

HON. GORDON J. QUIST

MAG. TIMOTHY P. GREELEY

Margaret A. Bettenhausen (P75046)
Kelly M. Drake (P59071)
Assistant Attorneys General
Attorneys for Plaintiff
Michigan Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, MI 48909
(517) 335-7664
bettenhausenm@michigan.gov
drakek2@michigan.gov

Jesse Viau (P76218)
Attorney for the Hannahville Indian
Community
N14911 Hannahville B1 Road
Wilson, MI 49896-9728
(906) 723-2613
jviau@hannahville.org

**JOINT MOTION TO AMEND THE AGREEMENT AND
STIPULATION FOR ENTRY OF A CONSENT JUDGMENT
(ECF NO. 4) AND CONSENT JUDGMENT (ECF NO. 5)**

Plaintiff State of Michigan (the State) and Defendant Hannahville Indian
Community (the Community) (collectively the Parties) filed an Agreement and

Stipulation for Entry of a Consent Judgement (Stipulated Agreement) (ECF No. 4) with this Court on March 14, 2017. This Court entered a Consent Judgement (ECF No. 5) on March 15, 2017, incorporating by reference the Parties' Stipulated Agreement and retaining jurisdiction to enforce the terms and provisions of the Stipulated Agreement and Consent Judgement.

With the passage of the Michigan Lawful Internet Gaming Act, Mich. Comp. Laws § 432.301 *et seq.*, and the Michigan Lawful Sports Betting Act, Mich. Comp. Laws § 432.401 *et seq.*, the Parties had a disagreement about the meaning and applicability of certain terms and provisions in the Stipulated Agreement as they relate to those statutes. The Parties met in good faith on several occasions to resolve their differences and have reached an agreement to amend the Stipulated Agreement and Consent Judgment to resolve their dispute. Accordingly, the Parties jointly move this Court to amend the terms of the Stipulated Agreement, correspondingly amending the Consent Judgment, as follows:

1. Paragraph 1.a. is deleted.
2. Paragraph 1.b. is deleted.
3. Paragraph 1.c. is amended to state: "One percent (1%) of the Annual Net Win to the Michigan Strategic Fund, or its successor. If the Michigan Strategic Fund ceases to exist or is not able to receive the payments required under this subparagraph, the Governor of the State of Michigan shall designate a successor state agency to receive the payments required under this subparagraph."
4. Paragraph 1.d. is deleted.

5. Paragraph 1.e. is deleted.

6. Paragraph 1.f. is amended to state: “Two percent (2%) of the Annual Net Win to any local units of state government that are located in the immediate vicinity of the Community’s Class III gaming operations. This payment obligation is new and supersedes the obligation to make payments to local units of government in paragraph 6 of the consent judgment that was entered by this Court on August 20, 1993 in Case No. 1:90-cv-611. Out of this 2% local-units-of-government payment, the Community will direct payments to the Bark River-Harris School District and Bay De Noc Community College. The amount of these payments will be equal to an amount that will satisfy the amortization payment schedules attached in Exhibits A and B. For the Bark River-Harris School District the total amount remaining to be paid is \$3,525,292, and for Bay De Noc Community College the total amount remaining to be paid is \$3,649,493. Attached as Exhibits C and D are letters from Bark River-Harris School District Superintendent Jason Lockwood and Bay De Noc Community College President Laura Coleman acknowledging this change in payment structure. Once the payments to the Bark River-Harris School District and Bay De Noc Community College detailed in this paragraph are satisfied, the Community will continue to make the full 2% local-units-of-government payments so long as the Compact is in effect.”¹

7. Paragraph 4 is deleted.

¹ The Bark River-Harris School District and Bay de Noc Community College bonds paid for school building and grounds projects. Those bonds were previously funded with monies paid under paragraph 1.b, which is now deleted.

8. Paragraph 5 is amended to state: “The calculations of amounts due under the payment terms set forth in paragraph 1 shall be made semi-annually upon a fiscal year beginning October 1 and ending September 30 of the following calendar year. All payments due shall be paid no later than sixty (60) days after October 1 and March 31 of each year. Any payments due and owing from the Community in the year the Consent Judgment for this Stipulation is in effect shall reflect the Net Win only for the portion of the year upon which the Consent Judgment is effective.

9. Paragraph 14 will be added to state: “The Community will comply with the requirements of Michigan’s Lawful Internet Gaming Act, Mich. Comp. Laws § 432.301 *et seq.*, and Lawful Sports Betting Act, Mich. Comp. Laws § 432.401 *et seq.*”

10. Paragraph 15 will be added to state: “The State will refund to the Community two hundred and fifty-five thousand nine hundred eighty-nine dollars and fifteen cents (\$255,989.15), which represents the Community’s November 2019 payment under paragraph 1.a, which is deleted.”

11. Paragraph 16 will be added to state: “The State waives its right to the payments previously due under now-deleted paragraphs 1.a, 1.d, and 1.e that are currently held in escrow by the Community. A summary of these escrowed payments is attached in Exhibit E.”

12. The Parties agree that these amendments shall be effective for all payments due on or after October 31, 2021. Therefore, the next payment will be due in November 2021 for the period ending September 2021.

13. The Parties agree that all other terms of the Stipulated Agreement and Consent Judgment should remain unchanged.

CONCLUSION AND RELIEF REQUESTED

To resolve the dispute between them, Plaintiff State of Michigan and Defendant Hannahville Indian Community respectfully request that the Court approve the amendments set forth above. A proposed Order Amending the Stipulated Agreement and Consent Judgment is attached as Exhibit F.

Respectfully submitted,

Dana Nessel
Attorney General

/s/Margaret A. Bettenhausen
Margaret A. Bettenhausen (P75046)
Assistant Attorney General
Attorney for Plaintiff
Michigan Department of Attorney
General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, MI 48909
(517) 335-7664
bettenhausenm@michigan.gov

/s/Jesse Viau (with permission)
Jesse Viau (P76218)
Attorney for the Hannahville Indian
Community
N14911 Hannahville B1 Road
Wilson, MI 49896-9728
(906) 723-2613
jviau@hannahville.org

Dated: November 19, 2021

Dated: November 19, 2021

LF: Hannahville Indian Community (State v) USDC-WD/AG #2017-0170650-A/Joint Motion to Amend Consent Judgement 2021-11-19

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

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INDEX OF EXHIBITS

- Exhibit A Bark River-Harris Schools Payment Amortization Schedule
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- Exhibit C Bark River-Harris Schools Acknowledgment Letter
- Exhibit D Bay College Acknowledgment Letter
- Exhibit E Summary of Escrowed Payments
- Exhibit F Proposed Order Amending Stipulated Agreement and Consent Judgment

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MAG. TIMOTHY P. GREELEY

Exhibit A

Bark River-Harris Schools
Payment Amortization Schedule



555 Briarwood Circle
 Suite 333
 Ann Arbor, MI 48106
 734-994-9700
 734-994-9710 fax
 www.pfm.com

Pre-Sale
 Using plausible Taxable Value projection
\$4,070,000
BARK RIVER-HARRIS SCHOOLS
COUNTIES OF DELTA AND MENOMINEE, STATE OF MICHIGAN
2019 SCHOOL BUILDING AND SITE BONDS
(GENERAL OBLIGATION - UNLIMITED TAX)

Series 2019
 Amount: \$4,070,000
 NIC: 4.01%
 Dated: Mar 1, 19
 Delivered: Mar 1, 19
 1:5 Ratio: TRUE
 Debt/(TV+IFT): 5.84%
 Bond Term: 23 yrs., 3 mos.
 Capitalized Int. \$0.00

December Only Levy		Taxable Value Growth History	
2019 Levy	2.22	2013	\$71,524,509
2018 Levy	2.24	2014	71,193,949 -0.46%
Net Increase	(0.02)	2015	72,091,391 1.26%
		2016	73,598,873 2.09%
		2017	76,570,328 4.04%
		2018	78,818,465 2.94%
		2018+e.p.p.*	79,128,740 3.34%
		5 Year Historical Average*	2.06%
		20 Year Historical Average*	4.40%

Tax Year	Payment Year	Qualified Existing Debt \$535,000	Series 2019				Total P&I	Revenue from Hannanville Indian Community	Exempt PP Reimbursement Amount [2]	7.00% Delinquency Allowance	(Use) of Funds on Hand \$23,717	Net Existing Proposed Debt	Projected Taxbl Value [4]	Growth Rate	Mills	
			Principal Due Jun 15	Interest Rate	Interest Due Jun 15	Interest Due Dec 15									All Series Avg 1.09	Needed All Debt
2018	2019	\$182,831	\$0	0.000%	\$47,031 [1]	\$81,400	(\$163,967)	(\$695)	\$12,359	\$17,594	\$176,553	\$78,818,465	2.94%	0.00	2.24	
2019	2020	184,725	0	0.000%	81,400	81,400	(163,967)	(695)	0	(4,386)	178,477	80,394,834	2.00%	0.00	2.22	
2020	2021	181,575	0	0.000%	81,400	81,400	(163,967)	(688)	0	1,506	181,226	82,002,731	2.00%	0.00	2.21	
2021	2022	0	125,000	4.000%	81,400	78,900	(163,967)	0	0	(38,431)	82,902	83,642,786	2.00%	0.99	0.99	
2022	2023	0	130,000	4.000%	78,900	76,300	(163,967)	0	0	0	121,233	85,315,641	2.00%	1.42	1.42	
2023	2024	0	135,000	4.000%	76,300	73,600	(163,967)	0	0	0	120,933	87,021,954	2.00%	1.39	1.39	
2024	2025	0	140,000	4.000%	73,600	70,800	(163,967)	0	0	0	120,433	88,762,393	2.00%	1.36	1.36	
2025	2026	0	150,000	4.000%	70,800	67,800	(163,967)	0	0	0	124,633	90,537,641	2.00%	1.38	1.38	
2026	2027	0	155,000	4.000%	67,800	64,700	(163,967)	0	0	0	123,533	92,348,394	2.00%	1.34	1.34	
2027	2028	0	160,000	4.000%	64,700	61,500	(163,967)	0	0	0	122,233	94,195,362	2.00%	1.30	1.30	
2028	2029	0	165,000	4.000%	61,500	58,200	(163,967)	0	0	0	120,733	96,079,269	2.00%	1.26	1.26	
2029	2030	0	175,000	4.000%	58,200	54,700	(163,967)	0	0	0	123,933	98,000,854	2.00%	1.26	1.26	
2030	2031	0	180,000	4.000%	54,700	51,100	(163,967)	0	0	0	121,833	99,960,871	2.00%	1.22	1.22	
2031	2032	0	190,000	4.000%	51,100	47,300	(163,967)	0	0	0	124,433	101,960,089	2.00%	1.22	1.22	
2032	2033	0	195,000	4.000%	47,300	43,400	(163,967)	0	0	0	121,733	103,999,291	2.00%	1.17	1.17	
2033	2034	0	205,000	4.000%	43,400	39,300	(163,967)	0	0	0	123,733	106,079,277	2.00%	1.17	1.17	
2034	2035	0	215,000	4.000%	39,300	35,000	(163,967)	0	0	0	125,333	108,200,862	2.00%	1.16	1.16	
2035	2036	0	220,000	4.000%	35,000	30,600	(163,967)	0	0	0	121,633	110,364,879	2.00%	1.10	1.10	
2036	2037	0	230,000	4.000%	30,600	26,000	(163,967)	0	0	0	122,633	112,572,177	2.00%	1.09	1.09	
2037	2038	0	240,000	4.000%	26,000	21,200	(163,967)	0	0	0	123,233	114,823,620	2.00%	1.07	1.07	
2038	2039	0	250,000	4.000%	21,200	16,200	(163,967)	0	0	0	123,433	117,120,093	2.00%	1.05	1.05	
2039	2040	0	260,000	4.000%	16,200	11,000	(163,967)	0	0	0	123,233	119,462,495	2.00%	1.03	1.03	
2040	2041	0	270,000	4.000%	11,000	5,600	(163,967)	0	0	0	122,633	121,851,745	2.00%	1.01	1.01	
2041	2042	0	280,000	4.000%	5,600	0	(163,967)	0	0	0	121,633	124,288,779	2.00%	0.98	0.98	
2042	2043	0	0	0.000%	0	0	0	0	0	0	0	126,774,555	2.00%			
		\$549,131	\$4,070,000		\$1,224,431	\$1,177,400	\$6,471,831	(\$3,935,210)	(\$2,078)	\$12,359	(\$23,717)	\$3,072,316				

[1] 3 mos, 14 days interest.
 [2] Based on \$310,275 of Exempt Personal Property for 2018 and \$310,275 for 2019 and beyond and estimated mills for bonds voted prior to 2013.
 [3] Includes \$0 of Existing LTNQ Debt and \$535,000 of Existing UT Debt as of Dated Date.
 [4] Includes \$0 of Equivalent IFT Valuations and Less DDA/TIFA Debt Capture: \$0

HIC payments made \$409,918
 HIC obligation as of 09-30-2021 \$3,525,292

kog

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Exhibit B

Bay College Payment Amortization Schedule



555 Briarwood Circle
Suite 333
Ann Arbor, MI 48108

734-994-9700
734-994-9710 fax
www.pfm.com

Final

\$3,000,000
BAY de NOC COMMUNITY COLLEGE
STATE OF MICHIGAN
2018 COLLEGE FACILITY BONDS
(GENERAL OBLIGATION - LIMITED TAX)

DEBT SERVICE REQUIREMENTS

Series 2018
Amount: \$3,000,000
TIC: 4.00%
Dated Date: Nov 1, 18
First Payment: Jun 15, 19 < 7 Months
First Levy: N/A
Capitalized Int: N/A
Debt/TV⁽¹⁾: 1.30%
Bond Term: 25 yrs., 1.5 mo.
Average Life: 15.60
1:5 Ratio: TRUE
120% Proj Useful Life: TBD
Interest Factor: 0.58

2018 SEV:	\$1,382,589,562
Debt/SEV ⁽¹⁾ :	1.04%

Tax Year	Payment Year	Existing LT Debt \$11,310,000	Series 2018				Total Debt Service	Use of Funds	
			Principal Due Dec 15	Interest Rate	Interest Due Dec 15	Interest Due Jun 15		on Hand \$0	Existing LT Debt
2017	2018	\$1,045,069	\$0	0.000%	\$0	\$0	\$0	\$0	\$1,045,069
2018	2019	1,048,844	0	0.000%	0	74,667	74,667	0	1,123,510
2019	2020	1,052,169	50,000	4.000%	60,000	59,000	169,000	0	1,221,169
2020	2021	1,057,969	80,000	4.000%	59,000	57,400	196,400	0	1,254,369
2021	2022	1,061,119	85,000	4.000%	57,400	55,700	198,100	0	1,259,219
2022	2023	1,063,594	85,000	4.000%	55,700	54,000	194,700	0	1,258,294
2023	2024	1,070,344	90,000	4.000%	54,000	52,200	196,200	0	1,266,544
2024	2025	1,066,419	95,000	4.000%	52,200	50,300	197,500	0	1,263,919
2025	2026	1,071,819	100,000	4.000%	50,300	48,300	198,600	0	1,270,419
2026	2027	1,051,794	100,000	4.000%	48,300	46,300	194,600	0	1,246,394
2027	2028	591,994	105,000	4.000%	46,300	44,200	195,500	0	787,494
2028	2029	592,219	110,000	4.000%	44,200	42,000	196,200	0	788,419
2029	2030	596,919	115,000	4.000%	42,000	39,700	196,700	0	793,619
2030	2031	595,953	120,000	4.000%	39,700	37,300	197,000	0	792,953
2031	2032	594,394	125,000	4.000%	37,300	34,800	197,100	0	791,494
2032	2033	602,075	130,000	4.000%	34,800	32,200	197,000	0	799,075
2033	2034	594,075	135,000	4.000%	32,200	29,500	196,700	0	790,775
2034	2035	0	140,000	4.000%	29,500	26,700	196,200	0	196,200
2035	2036	0	145,000	4.000%	26,700	23,800	195,500	0	195,500
2036	2037	0	150,000	4.000%	23,800	20,800	194,600	0	194,600
2037	2038	0	155,000	4.000%	20,800	17,700	193,500	0	193,500
2038	2039	0	165,000	4.000%	17,700	14,400	197,100	0	197,100
2039	2040	0	170,000	4.000%	14,400	11,000	195,400	0	195,400
2040	2041	0	175,000	4.000%	11,000	7,500	193,500	0	193,500
2041	2042	0	185,000	4.000%	7,500	3,800	196,300	0	196,300
2042	2043	0	190,000	4.000%	3,800	0	193,800	0	193,800
2043	2044	0	0	0.000%	0	0	0	0	0
		\$14,756,766	\$3,000,000		\$868,600	\$883,267	\$4,751,867	\$0	\$19,508,632

[1] Includes \$11,310,000 of Existing LT Debt and \$0 of Existing UT Debt

HIC Payments made for payments due	\$440,067
09/30/2021 Bay College Bond Obligation	\$4,311,800
HIC advance payments	\$662,307 (Bay College has these funds)
HIC obligation as of 9/30/2021	\$3,649,493

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WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

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MAG. TIMOTHY P. GREELEY

Exhibit C

Bark River-Harris Schools Acknowledgment Letter

Bark River - Harris Schools

Jason B. Lockwood, Ed.S * Superintendent * (906) 466-9981
Dr. Kristina Hansen * Student Success* (906) 466-9981
Travis Depuydt, Ed.S * JH/HS Principal* (906) 466-9981



Laura L. DeMars, CPA * Business Manager * (906) 466-9981
Kelly A. Erdody * K-6 Principal * (906) 466-5334 ext 2113
Janice Hood * Counselor * (906) 466-5334 ext 2120

10/15/2021

Dear Governor Gretchen Whitmer,

In my capacity as Superintendent, I am authorized to express the position of Bark River Harris School District (the School). This letter is to inform you that the School supports the proposed amendment of the Agreement and Stipulation for Entry of a Consent Judgment (Stipulated Agreement).

As you are aware, the School receives payments from the Hannahville Indian Community (the Community) pursuant to the Community's 1% local capital project obligation outlined in Section 1b of the Stipulated Agreement. These payments have been earmarked for the School's bond obligation, which financed a recent building and grounds renovation project.

The School understands that pursuant to the amendment, the School's bond obligations would no longer be funded with the 1% payments under paragraph 1b of the Stipulated Agreement and that paragraph 1b would be deleted. Instead, under the amendment, the School's bond obligation will be funded with the 2% local-units-of-government payments made by the Community under paragraph 1f of the Stipulated Agreement. The School understands this amendment does not alter the agreement between the Community and the School. Further, the School understands that the Community remains committed to funding this obligation under the same terms and repayment conditions as currently exist.

The School acknowledges that it has no expectation of payments under paragraph 1b after the Stipulated Agreement is amended and has no additional projects planned in reliance on paragraph 1b. In addition, the School acknowledges that once the amendment is approved, the only payment the Community will be obligated to make to the School under the Stipulated Agreement will be in an amount sufficient to meet the School's bond obligation under the terms of the agreement between the School and the Community. Finally, the School acknowledges its bond obligation is to be repaid with a combination of revenue from the Community and a bond millage passed by the School. The total amount remaining to be paid by the Community to the School is \$3,525,292. Thus, the School's bond obligation exceeds the total amount due from the Community by the amount of the millage levied for the bond.

The School supports this amendment because it preserves the Community's payment obligations to the School, ensures the continued funding of the obligation, and does not otherwise interfere with any rights or interests of the School.

We are grateful for the Community's support thus far, and we look forward to its continued support moving forward pursuant to the amended language.

Respectfully,

A handwritten signature in black ink, appearing to read 'JBL', written over a faint, larger signature.

Jason Lockwood
Superintendent – Bark River-Harris

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
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HON. GORDON J. QUIST

MAG. TIMOTHY P. GREELEY

Exhibit D

Bay College Acknowledgment Letter



Office of the President

10/15/2021

Dear Governor Gretchen Whitmer,

In my capacity as President, I am authorized to express the position of Bay de Noc Community College (Bay College). This letter is to inform you that Bay College supports the proposed amendment of the Agreement and Stipulation for Entry of a Consent Judgment (Stipulated Agreement).

As you are aware, Bay College receives payments from the Hannahville Indian Community (the Community) pursuant to the Community's 1 % local capital project obligation outlined in Section 1 b of the Stipulated Agreement. These payments have been earmarked for Bay College's bond obligation, which financed a recent building and grounds renovation project.

Bay College understands that pursuant to the amendment, Bay College's bond obligations would no longer be funded with the 1 % payments under paragraph 1 b of the Stipulated Agreement and that paragraph 1 b would be deleted. Instead, under the amendment, Bay College's bond obligation will be funded with 2% local-units-of-government payments made by the Community under paragraph 1 f of the Stipulated Agreement. Bay College understands this amendment does not alter the agreement between the Community and Bay College. Further, Bay College understands that the Community remains committed to funding this obligation under the same terms and repayment conditions as currently exist.

Bay College acknowledges that it has no expectation of payments under paragraph 1 b after the Stipulated Agreement is amended and has no additional projects planned in reliance on paragraph 1 b. In addition, Bay College acknowledges that once the amendment is approved, the only payment the Community will be obligated to make to Bay College under the Stipulated Agreement will be in an amount sufficient to meet its bond obligation under the terms of the agreement between Bay College and the Community. Finally, Bay College acknowledges that it has received funding from the Community under section 1 b in excess of its currently due bond payments producing a bond reserve cash balance at the College of \$662,307 as of September 30, 2021. This amount will be used for future bond payments under this obligation. Thus, the total amount remaining to be paid by the Community to Bay College is \$3,649,493.

Bay College supports this amendment because it preserves the Community's payment obligations to Bay College, ensures the continued funding of the obligation, and does not otherwise interfere with any rights or interests of Bay College.

We are grateful for the Community's support thus far, and we look forward to its continued support moving forward pursuant to the amended language.

Respectfully,

A handwritten signature in black ink that reads "Laura L. Coleman".

Laura L. Coleman, Ph.D.

President

UNITED STATES DISTRICT COURT
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Exhibit E

Summary of Escrowed Payments

Amounts held by the Community under paragraphs 1a, 1d and 1e:

Paragraph 1.a (Travel Michigan):

\$236,126.74

\$229,142.23

\$247,018.41

Paragraph 1.b (MSF Payment)

\$229,142.22

\$247,018.40

Paragraph 1.e (Local Unit of Government)

\$0.00

Total: \$1,188,448.00

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Jesse Viau (P76218)
Attorney for the Hannahville Indian
Community
N14911 Hannahville B1 Road
Wilson, MI 49896-9728
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jviau@hannahville.org

**ORDER AMENDING STIPULATED
AGREEMENT AND CONSENT JUDGMENT**

On November 19, 2021, Plaintiff State of Michigan and Defendant

Hannahville Indian Community filed a Joint Motion to Amend the Agreement and

Stipulation for Entry of a Consent Judgement (ECF No. 4) and Consent Judgment (ECF No. 5). The Court has reviewed the Parties' Motion and for good cause shown, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The Stipulated Agreement (ECF No. 4) and Consent Judgement (ECF No. 5) are hereby amended as set forth in the Parties' Joint Motion to Amend the Agreement and Stipulation for Entry of a Consent Judgement (ECF No. 4) and Consent Judgment (ECF No. 5).

2. The terms and provisions of the Amended Stipulated Agreement are hereby incorporated by reference into the Amended Consent Judgment as if fully set out therein and thereby made an Order of the Court.

3. The Court shall retain continuing jurisdiction for the purposes of enforcing the Stipulated Agreement and this Consent Judgement according to their terms and provisions.

Dated: _____

By: _____

Gordon J. Quist
United States District Court Judge

LF: Hannahville Indian Community (State v) USDC-WD/AG #2017-0170650-A/Proposed Order Amending Stipulated Agreement and Consent Judgment 2021-11-19

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

STATE OF MICHIGAN,

Plaintiff,

No. 2:17-cv-00045-GJQ

v

HON. GORDON J. QUIST

HANNAHVILLE INDIAN COMMUNITY,

Defendant.

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**ORDER AMENDING STIPULATED
AGREEMENT AND CONSENT JUDGMENT**

On November 19, 2021, Plaintiff State of Michigan and Defendant

Hannahville Indian Community filed a Joint Motion to Amend the Agreement and

Stipulation for Entry of a Consent Judgement (ECF No. 4) and Consent Judgment (ECF No. 5). The Court has reviewed the Parties' Motion and for good cause shown, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. The Stipulated Agreement (ECF No. 4) and Consent Judgement (ECF No. 5) are hereby amended as set forth in the Parties' Joint Motion to Amend the Agreement and Stipulation for Entry of a Consent Judgement (ECF No. 4) and Consent Judgment (ECF No. 5).

2. The terms and provisions of the Amended Stipulated Agreement are hereby incorporated by reference into the Amended Consent Judgment as if fully set out therein and thereby made an Order of the Court.

3. The Court shall retain continuing jurisdiction for the purposes of enforcing the Stipulated Agreement and this Consent Judgement according to their terms and provisions.

Dated: December 2, 2021

By: /s/ Gordon J. Quist
Gordon J. Quist
United States District Court Judge

LF: Hannahville Indian Community (State v) USDC-WD/AG #2017-0170650-A/Proposed Order Amending Stipulated Agreement and Consent Judgment 2021-11-19