

**HO-CHUNK NATION CODE (HCC)  
TITLE 2 – GOVERNMENT CODE  
SECTION 17 –TRIAL CLAIMS ACT OF 2006  
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**CHAPTER I**  
**GENERAL**

**1. Authority.**

a. Article IV, Section 2 of the Constitution authorizes the Legislative Branch to make laws and appropriate funds in accordance with Article V.

b. Article V, Section 2(a) of the Constitution grants the Legislature the power to make laws, including codes, ordinances, resolutions, and statutes.

c. Article V, Section 2(x) of the Constitution grants the Legislature the power to enact other laws, ordinances, resolutions, and statutes necessary to exercise its Legislative powers delegated by the General Council pursuant to Article III, but not limited to the enumerated list of powers.

d. Article VII, Section 1 provides that there shall be a Supreme Court of the Ho-Chunk Nation, a Trial Court of the Ho-Chunk Nation, such other lower courts of special jurisdiction as deemed necessary by the Legislature, and other forums of special jurisdiction for traditional dispute resolution as deemed necessary by the Legislature.

e. Article XII, Section 1 provides that the Ho-Chunk Nation shall be immune from suit except to the extent that the Legislature expressly waives its sovereign immunity, and official and employees of the Ho-Chunk Nation acting within the scope of their duties or authority shall be immune from suit.

**2. Purpose.**

a. The Nation has limited financial resources to pay claims made against it for money or damages.

b. To ensure timely and effective means of resolving claims against the Nation without the necessity of litigation, an administrative claims procedure needs to be established by the Nation.

c. An administrative claims procedure that requires the presentation of a claim to an administrative body, before entering into negotiations with the Legislature, will reduce litigation against the Nation, protect the Nation's assets, and expedite the payment of legitimate claims and money damages due to governmental entities arising from breaches of compact, contract or the negligent acts of the Nation's employees.

d. The purpose of this Act is to establish an administrative procedure by which any Federal, State, or local public entity who believes the Nation owes them money as a result of a breach of compact, contract or damage are required to submit an administrative claim to the Claims Against Nation Administrative Board to allow it to consider the merits of the claim and either approve or reject the claim as a precondition of entering into binding negotiation with the Legislature.

e. The enactment of the Trial Claims Act promotes Tribal health, safety, and welfare and is in the Nation's interest.

### **3. Scope.**

a. This Act is intended to provide a forum for the Nation to be made aware of potential claims against it prior to the Legislature entering into binding negotiations with a sovereign entity.

b. Any defense or immunity, common law or statutory, available to any private person shall likewise be available to the Nation, its officers, agents and employees or any of its business enterprises.

### **4. Definitions.**

a. "Arbitrary and Capricious" means a standard of review applied by the Ho-Chunk Nation Trial Court to a decision made by the Claims Against Nation Administrative Board denying the claimant the right to proceed with the claim. In applying this standard of review the Ho-Chunk Nation Trial Court shall determine whether or not the Claims Against Nation Administrative Board's decision was a willful and unreasonable action without consideration or in disregard of the facts or law or without determining principle.

b. "Binding Negotiation" a procedure to resolve a claim made by a sovereign entity such as a local, State, or Federal government. To enter into a binding negotiation the sovereign entity must satisfy two prerequisites. First, the sovereign entity's claim must be heard by the Claims Against Nation Administrative Board. Second, the Claims Against Nation Administrative Board must grant permission to enter into binding negotiation or the Ho-Chunk Nation Trial Court or the Supreme Court must overrule the initial denial of the right to move forward by the Claims Against Nation Administrative Board. The focus of the binding negotiation shall be whether or not the Legislature agrees to waive the Ho-Chunk Nation's sovereign immunity for the claim that is presented by the local, State, or Federal government and the amount, if any, to provide regarding the claim.

c. "Board" means the Claims Against Nation Administrative Board.

d. "Claim" means a legal proceeding heard by the Claims Against Nation Administrative Board in which a sovereign entity, business entity, outside vendor, or individual who is not or was not employed by the Nation is suing the Nation, its officers, agents and employees or any of its business enterprises for money or damages. Events covered by this Act may only be subject to binding negotiation with the Legislature if the claimant first has the claim heard by the Claims Against Nation Administrative Board.

e. "Claimant" means an outside vendor, business entity, individual who is not or was not employed by the Nation, or Federal, State, or local public entity that alleges that they

have sustained damage or injury, or that there has been an alleged breach of the compact or other contract as a result of actions by the Nation, its officers, agents and employees or any of its business enterprises.

f. “Claims Against Nation Administrative Board” means an impartial administrative body that shall review all claims prior to the claimant entering into binding negotiation with the Legislature.

g. “Preponderance of the Evidence” means such evidence that, when considered and compared with that opposed to it, has more convincing force, and produces in the mind of the member of the Claims Against Nation Administrative Board hearing the claim a belief that what is sought to be proved is more likely true than not true.

h. “Review by the Trial Court” means a procedure taken by the Ho-Chunk Nation Trial Court when the Claims Against Nation Administrative Board rules against the claimant and prevents the claimant from engaging in binding negotiation with the Legislature.

i. “Subpoenas” means a command authored by a member of the Claims Against Nation Administrative Board, at the request of a party involved in the claim, which commands a person to appear at a certain time and place to give testimony or evidence regarding the claim to the member of the Claims Against Nation Administrative Board hearing the claim.

j. “Subpoenas duces tecum” means a command authored by a member of the Claims Against Nation Administrative Board, at the request of a party involved in the claim, which compels production of certain specific documents and other items, material and are relevant to facts at issue in a pending claim, and are in the custody and control of a person or body.

## **CHAPTER II**

### **CLAIMS FOR MONEY OR DAMAGES**

#### **5. Presentation of Claims as a Prerequisite to Entering into Binding Negotiation with the Legislature and Claims Against Nation Administrative Board.**

a. All claims against the Nation, its officers, agents and employees, or any of its business enterprises brought by a claimant for money or damages or for an alleged breach of a compact or contract, shall be presented to a Claims Against Nation Administrative Board and acted upon as a prerequisite to the claimant entering into binding negotiation with the Legislature as further provided in this Act. All such claims shall be presented as required by this Act and in the time periods specified therein.

b. There shall be a Claims Against Nation Administrative Board to hear claims brought against the Nation. The individuals who shall hear matters brought before the Claims Against Nation Administrative Board shall be the Ho-Chunk Nation Legislative

Attorney/Counsel or an attorney designated by the Ho-Chunk Nation Legislature.

c. All notices of claims against the Nation shall be originally filed with the Vice-President of the Ho-Chunk Nation Legislature and with the Ho-Chunk Nation Legislative Attorney/Counsel.

## **6. Claims Subject to Filing Requirements.**

a. The claims subject to the filing requirements under this Act shall include any and all claims brought by an outside vendor, business entity, an individual who is not or was not employed by the Nation, or Federal, State, or local public entity. In addition, any claim brought on behalf of an outside vendor, business entity, an individual who is not or was employed by the Nation, or Federal, State, or local public entity shall be included amongst the individuals or entities who shall be required to file a claim under the Trial Claims Act of 2006.

b. The provisions of this Act shall apply to any and all claims that relate to events, transactions, or occurrences that took place after the effective date of this Act.

## **7. Contents of Claim and Claims Against Nation Administrative Board Form.**

a. A claim shall be presented by the claimant or by a person acting on the claimant's behalf and shall include the following: (1) the name and address of the claimant; (2) the address to which the person presenting the claim desires notices to be sent; (3) the date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted; (4) a general description of the indebtedness, obligation, injury, damage, alleged violation of a compact or contract, or loss incurred so far as it may be known at the time of presentation of the claim; (5) the name or names of the Tribal employee or employees causing the injury, damage, or loss, if known; and (6) the amount claimed as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. A bill or invoice for payment shall not be considered by the Claims Against Nation Administrative Board as a claim under this Section but may be used as proof of the damages incurred by the claimant.

b. The claim shall be signed by the claimant or some person on the claimant's behalf.

c. The Claims Against Nation Administrative Board may provide forms specifying the information to be contained in claims against the Nation or any of its business enterprises. If the Claims Against Nation Administrative Board provides forms pursuant to this Section, the person presenting the claim need not use such form if he/she presents his/her claim in conformity with paragraphs 7 a. & b. A claim presented on the form created by the Claims Against Nation Administrative Board shall be deemed to be in conformity with paragraphs 7 a. & b., if the claim complies with the requirements of the form or with the requirements of paragraphs 7 a. & b.

d. At the discretion of the Claims Against Nation Administrative Board member hearing the claim, a claim may be amended before final action thereon is taken by the Claims Against Nation Administrative Board, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. The amendment shall be considered a part of the original claim for all purposes.

e. In addition to filing the claim with the Claims Against Nation Administrative Board, the claimant or person acting on the claimant's behalf shall serve the Ho-Chunk Nation Department of Justice with a copy of the claim or amendments to the claim filed with the Claims Against Nation Administrative Board. This copy shall be served on the Ho-Chunk Nation Department of Justice within (7) seven days of the claimant or the person acting on the claimant's behalf filing the claim or any amendments to the claim.

#### **8. Notice of Insufficiency of Claim.**

a. If, in the sole discretion of the member of the Claims Against Nation Administrative Board hearing a claim, it as presented fails to comply substantially with the requirements of this Act or the requirements of a form provided under this Act, the Claims Against Nation Administrative Board member may, at any time within twenty (20) days after the claim is presented, give written notice of its insufficiency, stating with particularity the defects or omissions therein. The Claims Against Nation Administrative Board may not take action on the claim for a period of fifteen (15) days after such notice is given.

b. If the Claims Against Nation Administrative Board provides written notice of the insufficiency of the claim presented to it, this shall toll any time periods for the Claims Against Nation Administrative Board to make a decision on the claim.

#### **9. Failure to Give Notice of Insufficiency; Waiver of Defense Based on Defect or Omission.**

a. Any defense as to the sufficiency of the claim, based upon a defect or omission in the claim as presented, is waived by failure to give notice of the insufficiency with respect to such defect or omission as provided in paragraph 8. Nonetheless, no notice need be given and no waiver shall result when the claim, as presented, fails to state either a mailing address to which the person presenting the claim desires notice to be sent or a mailing address of the claimant.

#### **10. Time of or Presentation of Claims.**

a. A claim relating to a breach of compact or contract shall be presented, as provided in this Chapter, not later than one hundred eighty (180) days after the accrual of the cause of action.

b. Failure of the claimant or person working on behalf of the claimant to make the

claim within the time frame prescribed under paragraph 10 a. shall bar that claim and result in the claimant having no recourse to enter into binding negotiation with the Legislature.

**11. Tolling of Statute of Limitations While Claims Against Nation Administrative Board Considers Merits of Claim Against the Nation.**

a. Time periods in which a civil action must be brought or forever be barred as provided by the Statute of Limitations and Commencement of Claims Act enacted by the Legislature on July 20, 2005 are tolled while the Claims Against Nation Administrative Board considers the claim brought by the claimant.

b. The tolling of the maximum time periods in which to bring a civil action shall begin when the Claims Against Nation Administrative Board receives the claim as provided in paragraph 7.

c. Upon receiving a claim covered by this Act, the Claims Against Nation Administrative Board shall send notice via first class mail to the claimant of the date that the Claims Against Nation Administrative Board has received the claim. This notice shall be in substantially the following form:

The Claims Against Nation Administrative Board has received your claim on [provide date] pursuant to the Ho-Chunk Nation Acts this shall toll the time periods provided in the Statute of Limitations and Commencement of Claims Act for you to enter into binding negotiation with the Legislature. While the Claims Against Nation Administrative Board considers your claim, you shall be responsible for keeping the Claims Against Nation Administrative Board aware of your mailing address. If the Claims Against Nation Administrative Board is unable to contact you at anytime while it is considering your claim through first-class mail, you shall waive any right to have the Claims Against Nation Administrative Board enable you to enter into binding negotiation with the Legislature.

**12. Grant or Denial of Claim by the Claims Against Nation Administrative Board.**

a. The Claims Against Nation Administrative Board shall grant or deny the claimant the right to proceed with his or her claim within sixty (60) days after the claim is presented to it. The claimant and the Board may extend the period within which it is required to act on the claim by written agreement made before the expiration of such period.

**13. Hearings on Claims.**

a. The claimant shall serve the Attorney General of the Ho-Chunk Nation with a copy of the claim against the Nation no later than seven (7) days after the claimant files the claim with the Claims Against Nation Administrative Board. The Attorney General

of the Ho-Chunk Nation shall designate someone from its office to represent the Nation while the matter is pending before the Claims Against Administrative Board. Once the claimant and Claims Against Nation Administrative Board are notified of the attorney representing the Nation on this matter, that attorney shall be served with all future paperwork.

b. The Claims Against Nation Administrative Board is required to hold a hearing on the claim. The hearing shall be conducted in accordance with the following rules of procedure:

(1) Only one (1) member of the Claims Against Nation Administrative Board shall hear each claim. If there are multiple claims or claimants arising out of the same facts, the same member of the Claims Against Nation Administrative Board shall hear all of the claims or handle all of the claims from all of the claimants.

(2) All evidence shall be taken only upon oath or affirmation.

(3) Affidavits and declarations under penalty of perjury may be received into evidence. However, unless the affiant or declarant is not available to testify and be subjected to cross-examination, the member of the Claims Against Nation Administrative Board hearing the claim shall give any such affidavit or declaration very little probative value or weight in making its decision.

(4) Every party to a hearing shall have the right:

(a) to call and examine witnesses;

(b) to introduce exhibits relevant to the issues to the claim;

(c) to cross-examine opposing witnesses on any matters relevant to the claim, even though the matter was not covered in a direct examination;

(d) to impeach any witness regardless of which party first called him or her to testify; and

(e) to offer rebuttal evidence.

(5) If the respondent does not testify on his or her own behalf, he or she may be called and examined as if under cross-examination.

(6) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted and shall be sufficient in itself to support a finding if it is the sort of evidence on which the responsible persons are accustomed to rely on the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objections in front of the Ho-Chunk Nation Trial Court.



(7) The parties or their counsel may, by written stipulation, agree that certain specified evidence may be admitted, even though such evidence might otherwise be subject to objection.

(8) Irrelevant and unduly repetitious evidence shall be excluded.

(9) The member of the Claims Against Nation Administrative Board hearing the claim may take official notice of any generally accepted information, and of any other fact which may be judicially noticed by the Trial Court of the Ho-Chunk Nation. The parties shall be informed of any information, matter, or facts so noticed, and shall be given a reasonable opportunity, upon request, to refute such information, matters or facts by evidence or by written or oral presentation of authorities, the matter of such refutation to be determined by the member of the Claims Against Nation Administrative Board hearing the claim.

(10) Prior to any hearing before the Claims Against Nation Administrative Board, and during a hearing upon reasonable cause shown, the member of the Claims Against Nation Administrative Board hearing the case will issue subpoenas and subpoenas duces tecum at the request of any party.

(11) The testimony of any material witness residing within or without the trust land of the Nation may be taken by deposition in the manner provided by the Rules of Civil Procedure of the Trial Court of the Ho-Chunk Nation.

(12) The provisions of the Trial Court of the Ho-Chunk Nation, Rules of Civil Procedure, in so far as the same may be appropriate, shall apply to the use of such depositions, objections to their admissibility and the effect of taking or using depositions.

(13) Continuances will not be granted except for good cause shown to the satisfaction of the member of the Claims Against Nation Administrative Board hearing the claim.

(14) If a claimant fails to testify on his or her own behalf or asserts a claim of privilege with respect to any question propounded to him or her, the member of the Claims Against Nation Administrative Board hearing the claim will infer that such testimony or answer would have been adverse to the claimant's claim.

(15) If a claimant or any person controlling, controlled by, or under common control with, or employed by, or an agent of a claimant fails to answer a subpoena or other summons, or refuses to testify fully at the request of the member of the Claims Against Nation Administrative Board hearing the claim, such failure or refusal may be deemed independent grounds for denying the claim; and, in addition, the member of the Claims Against Nation Administrative Board hearing the claim will infer that such testimony would have been adverse to the claimant.

(16) The member of the Claims Against Nation Administrative Board hearing the claim may, in his or her discretion, before the submission of the case for decision, permit the filing of an amended or supplemental claim, including an amended or supplemental claim that conforms to the evidence presented during the hearing. The member of the Claims Against Nation Administrative Board hearing the claim shall notify all parties, if there is more than one party to the claim or there are multiple claims that arise from the same operative facts, of any such application for permission and shall provide a reasonable opportunity for objections thereto. If such application is granted, all parties shall be permitted to introduce additional evidence with respect to any new matter contained in such amended or supplemental claim.

(17) Failure of a claimant to appear at the hearing shall constitute an admission by the claimant that all matters and facts contained in the claim are false. In such cases, the member of the Claims Against Nation Administrative Board hearing the claim shall take action based upon such admission or upon any other evidence, including affidavits or declarations, and without any further notice whatsoever to claimant.

#### **14. Burden of Proof.**

a. Findings of fact and the determination of the issues presented shall be based upon a preponderance of the evidence standard.

#### **15. Procedures after Claims Against Nation Administrative Board hears claim.**

a. After the Claims Against Nation Administrative Board hears a claim there shall be two procedures:

(1) The first procedure shall be followed if the Claims Against Nation Administrative Board denies the claimant the right to proceed with the claim. If the Claims Against Nation Administrative Board denies the claimant the right to proceed with the claim, the claimant's sole recourse shall be the Ho-Chunk Nation Trial Court as provided below.

(2) The second procedure shall be followed if the Claims Against Nation grants the claimant the right to proceed with the claim. If the Claims Against Nation grants the claimant the right to proceed with the claim, the claimant may enter into binding negotiations with the Legislature as provided in paragraph 19.

b. If the Claims Against Nation Administrative Board denies the claimant the right to proceed with the claim, the sole recourse of the claimant shall be to file a petition to the Ho-Chunk Nation Trial Court. The claimant must follow all rules of the Ho-Chunk Nation Trial Court in making this petition. The Ho-Chunk Nation Trial Court may only overturn the decision if it determines that the decision of the Claims Against Nation Administrative Board was Arbitrary and Capricious.

(1) If the Ho-Chunk Nation Trial Court rules that the Claims Against Nation

Administrative Board's decision was not Arbitrary and Capricious, the sole recourse of the claimant shall be to appeal the Ho-Chunk Nation Trial Court's decision to the Ho-Chunk Nation Supreme Court. If the claimant appeals the decision of the Trial Court, the Supreme Court sole determination shall be whether or not the Claims Against Nation Administrative Board's decision was Arbitrary and Capricious. The Supreme Court shall have two options:

(a) If the Supreme Court determines that the decision against the claimant's claim was Arbitrary and Capricious, the claim shall be sent to the Legislature to enter into binding negotiation between the claimant and the Legislature.

(b) If the Supreme Court determines that the decision against the claimant's claim was not Arbitrary and Capricious, the claimant shall have no recourse and will not have the opportunity to enter into binding negotiation with the Legislature.

(2) If the Ho-Chunk Nation Trial Court rules that the Claims Against Administrative Board's decision was Arbitrary and Capricious, the claim shall be sent to the Legislature to enter into binding negotiation between the claimant and the Legislature.

#### **16. Notice of Rejection of Claim or Granting of Right to Proceed to Binding Negotiation with the Legislature.**

a. Upon reaching a decision, the Claims Against Nation Administrative Board shall take the following steps:

(1) After the hearing on the claim, the member of the Claims Against Nation Administrative Board hearing the case will render a written decision on the merits, which shall contain findings of fact; a determination of the issues presented and will thereafter make and enter its written order in conformity with such decision.

(2) In addition, to the information required under paragraph (1) the notice shall also incorporate the following information based on whether or not the Claims Against Nation Administrative Board denies the claimant the right to proceed with the matter before the Legislature or grants the claimant the right to bring the matter before the Legislature for binding negotiation on the claim:

(a) If the Claims Against Nation Administrative Board denies the claimant the right to bring the matter before the Legislature for binding Negotiation, written notice of the rejection of the claim shall be in substantially the following form:

"Notice is hereby given that the claim which you presented to the Claims Against Nation Administrative Board of the Nation on *[indicate date]* was *[rejected in full for not stating facts sufficient to proceed with the claim, rejected by operation of law, or other appropriate language,*

*whichever is applicable] on [indicate date of action or rejection by operation of law]."*

**WARNING**

You have only sixty (60) days from the date this notice was deposited in the mail to petition for a Review by the Ho-Chunk Nation Trial Court of the decision of the Claims Against Nation Administrative Board."

(b) Written notice of the Claims Against Nation Administrative Board's granting of permission to proceed with binding negotiation with the Legislature. The notice shall be in substantially the following form:

The Claims Against Nation Administrative Board has determined [on specify a date] that you may proceed to enter into binding negotiation with the Legislature on your claim. The Legislature shall be given a copy of the decision of the Claims Against Nation Administrative Board. Upon receiving this notice you shall immediately contact the Vice-President of the Legislature to begin binding negotiation on your claim(s).

**17. Service of Decision on Claimant and Legislature.**

a. The notices either rejecting or allowing the claim to proceed against the Nation, which are required by paragraph 16, shall be deemed served on the claimant when it is deposited in the United States mail addressed to the claimant or the claimant's representative as specified in the claim, first class postage prepaid.

b. It is solely the responsibility of the claimant to keep the Claims Against Nation Administrative Board apprised of their address while the Claims Against Nation Administrative Board is considering the claim. Failure of the claimant to keep the Claims Against Nation Administrative Board apprised of their address shall constitute an independent ground to deny the claim of the claimant.

c. When the Claims Against Administrative Board reaches its decision it shall forward a copy of the decision to the Vice-President of the Legislature.

**18. Judicial Review.**

a. A decision of the Claims Against Nation Administrative Board shall be final, except for as provided in this paragraph.

b. If the Claims Against Nation Administrative Board rules against allowing the action(s) of the claimant to proceed, the claimant shall have the right to petition for a

Review by the Ho-Chunk Nation Trial Court of the Claims Against Nation Administrative Board's decision in accordance with the rules of pleading, practice, or procedure established by the Ho-Chunk Nation Trial Court. If the Claims Against Nation Administrative Board rules against allowing the claimant's action to proceed, it shall be the sole responsibility of the claimant to provide a copy of the Claims Against Nation Administrative Board's decision to the Ho-Chunk Nation Trial Court.

c. In any review of a ruling against a claimant by the Claims Against Nation Administrative Board by the Ho-Chunk Nation Trial Court, the Ho-Chunk Nation Trial Court shall be bound by the findings of fact of the Claims Against Nation Administrative Board. The Ho-Chunk Nation Trial Court shall only set-aside the decision of the Claims Against Nation Administrative Board if it determines that this decision was Arbitrary and Capricious. The Ho-Chunk Nation Trial Court shall issue one of two rulings on the claimant's petition to review the Claims Against Nation Administrative Board decision:

(1) The Ho-Chunk Nation Trial Court finds that the decision of the Claims Against Nation Administrative Board was not Arbitrary and Capricious and will not let the claimant proceed to negotiate with the Legislature. The claimant may appeal the Ho-Chunk Nation Trial Court's decision as to whether or not the Claims Against Nation Administrative Board's decision was Arbitrary and Capricious to the Supreme Court.

(2) The Ho-Chunk Nation Trial Court finds that the decision of the Claims Against Nation Administrative Board was Arbitrary and Capricious. The Court directs that the claimant may proceed to binding negotiation with the Legislature.

c. The claimant or claimants shall have sixty (60) days from the date the Claims Against Nation Administrative Board renders its decision and gives it to the claimant or claimants as provided in paragraph 16, to petition the Ho-Chunk Nation Trial Court to challenge the Claims Against Nation Administrative Board decision against the claimant.

#### **19. Procedures for Binding Negotiation.**

a. Binding negotiation shall solely be conducted when a claimant is successful before the Claims Against Nation Administrative Board or is successful in having the Ho-Chunk Nation Trial Court or Supreme Court overturn the adverse decision to the claimant by the Claims Against Nation Administrative Board.

b. Binding negotiation shall only be available to an outside vendor, business entity, an individual who is not or was not employed by the Nation, or a Federal, State, or local public entity.

c. Binding negotiation shall only focus on two matters:

(1) Whether or not for purposes of the claim(s) made by the claimant(s) the Legislature of the Ho-Chunk Nation waives its sovereign immunity.

(2) If the Legislature does waive its sovereign immunity, the amount, if any, that the Legislature is willing to provide to the claimant(s) for the claims.

d. If the Legislature agrees to waive its sovereign immunity for a claim made by a claimant, it shall not act as a waiver of sovereign immunity for any other claimant or for any other claim made by the claimant.

### **CHAPTER III – LIMIT ON CLAIMS AND LAWSUITS AGAINST THE GOVERNMENT**

#### **20. Limitation on Recoveries Against the Nation.**

a. No punitive or exemplary damages may be allowed or recoverable in any such action.

b. No class action lawsuit may be allowed in any such action.

#### **21. Sovereign Immunity.**

a. Nothing in this Act shall be deemed to waive the sovereign immunity of the Ho-Chunk Nation or any of its enterprises, officers, agents, or employees.

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#### **Legislative History:**

12/05/06 Enacted by Resolution 12-05-06-A.

01/09/08 Motion by Legislature to amend Claims Against Nation Act of 2006 to include outside vendors and individuals who are not employees of the Nation as part of group covered by provision of the Act.

01/30/08 Motion by Finance Committee to refer Act to full Legislature for Legislative Session on 02/05/08.

02/05/08 Amended Trial Claims Act of 2006 enacted by Resolution 02-05-08-C.