

## BEFORE THE INDIAN CLAIMS COMMISSION

THE PONCA TRIBE OF OKLAHOMA,	)	
et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Docket No. 322
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

ORDER ALLOWING ATTORNEYS' FEE

HAVING CONSIDERED the application for allowance of attorneys' fee filed in this docket on November 10, 1972, for the law firm of Sonnenschein Levinson Carlin Nath & Rosenthal, attorneys for the above-named plaintiffs, by Edwin A. Rothschild, Esquire, a member of said firm and attorney of record for the said plaintiffs; the defendant's response to the application, filed on January 8, 1973; the contracts under which the attorneys served the Ponca Tribe of Oklahoma; and the remainder of the record herein, the Commission finds as follows:

1. Award. On September 8, 1971, the Commission entered a final award in this case in favor of the Ponca Tribe of Oklahoma, et al., in the net amount of \$1,878,500.00 (26 Ind. Cl. Comm. 203-217). Funds to satisfy the award were appropriated by the Act of May 27, 1972 (86 Stat. 163).

2. Attorney Contracts. The representation of the plaintiffs in this case was under two contracts. The first contract, assigned No. I-1-ind. 42423, was entered into by the Ponca Tribe of Oklahoma on May 5, 1950, with the law firm of Sonnenschein Berkson Lautmann Levinson & Morse (now Sonnenschein Levinson Carlin Nath & Rosenthal). It was approved on November 8, 1950, and had an initial term of ten years beginning on that date. An extension of the contract for an additional period of five years that began on November 8, 1960, was approved on October 21, 1959. On September 16, 1965, the Ponca Tribe of Oklahoma entered into a new contract with the law firm of Sonnenschein Levinson Carlin Nath & Rosenthal. This contract, assigned No. 14-20-0200-2000, was approved on October 12, 1965, and had an initial term of five years that began on November 9, 1965. An extension of this contract from November 8, 1970, through November 8, 1973, or the date of final disposition of all claims against the United States in Indian Claims Commission Docket Nos. 322 and 323, if that event occurs prior to November 8, 1973, was approved on May 6, 1970.

3. Compensation Under the Contracts and Requested Fee. Each of the aforementioned contracts provide, among other things, that compensation to the attorneys for services rendered is to be wholly contingent upon a recovery for the tribe and shall be 10 percent of the amount recovered through their efforts for the tribe. The attorneys' application requests the allowance of \$187,850.00, an amount equal to 10 percent of the aforementioned final award, as compensation for all services rendered in connection with that award.

4. Response of the Defendant. The defendant's response to the application for allowance of attorneys' fee transmitted a copy of a letter dated December 19, 1972, from the Associate Solicitor, Division of Indian Affairs, United States Department of the Interior, and indicated that no pleading in opposition to the fee request would be filed by the Department of Justice. The letter from the Associate Solicitor reads in part as follows:

We have been advised by the Bureau of Indian Affairs that the recitations in the [attorneys'] petition relative to the pertinent tribal claims attorney contracts are accurate. Since those contracts provide for a fixed 10 percent attorney fee on any recovery by the tribe, we have no objection to the payment of a 10 percent attorney fee in this case.

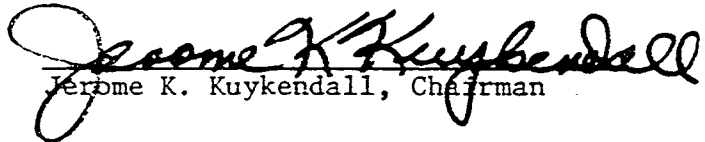
5. Notice to the Plaintiff. A notice of the filing of the application for allowance of attorneys' fee, together with a copy of the application, was mailed by the Deputy Clerk of the Commission on November 13, 1972, to the Chairman of the Ponca Tribe of Oklahoma. The notice asked for any comments or information the tribe had that the Commission should consider before acting on the application. No response to the notice was received by the Commission.

6. Attorneys' Services. Pursuant to the aforementioned contracts the attorneys, on behalf of the plaintiffs herein, filed and prosecuted the claim in this docket on which those plaintiffs received an award of \$1,878,500.00. The attorneys have rendered valuable services for their Ponca clients, and they are entitled under the terms of their contracts with the Ponca Tribe of Oklahoma to an award of an attorneys' fee for services rendered in this case in the requested amount of \$187,850.00.

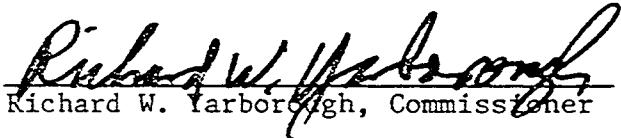
IT IS THEREFORE ORDERED that out of the funds appropriated to pay the final award entered herein on September 8, 1971, in favor of the

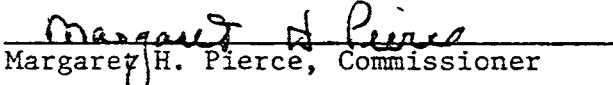
Ponca Tribe of Oklahoma, et al., there shall be disbursed to the law firm of Sonnenschein Levinson Carlin Nath & Rosenthal of Chicago, Illinois, the sum of \$187,850.00 as payment in full for all services rendered in the prosecution of this case.

Dated at Washington, D. C., this 10<sup>th</sup> day of January 1973.

  
Jerome K. Kuykendall, Chairman

  
John T. Vance, Commissioner

  
Richard W. Farborough, Commissioner

  
Margaret H. Pierce, Commissioner

  
Brantley Blue, Commissioner