

BEFORE THE INDIAN CLAIMS COMMISSION

THE SEMINOLE INDIANS OF THE)	
STATE OF FLORIDA,)	
)	
Plaintiff,)	
)	
v.)	Docket No. 73-A
)	
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

Decided: June 15, 1978

FINDINGS OF FACT AND ORDER ALLOWING ATTORNEYS' FEES

UPON CONSIDERATION of the application for attorneys' fees filed on March 1, 1978, by Charles Bragman (attorney of record herein) and Roy L. Struble, attorneys for the plaintiff tribe, the responses thereto by the Department of Justice and the Department of the Interior, the attorney contracts under which the plaintiff tribe was represented, and the entire record in this docket, the Commission finds as follows:

1. Application for Attorneys' Fees. The application for attorneys' fees was filed on March 1, 1978, by Charles Bragman and Roy L. Struble, attorneys for the Seminole Indians of the State of Florida, plaintiff in this docket. The application is made for an award in the amount of \$5,000.00 for services rendered in this case. The amount requested represents 10 percent of the final judgment entered by the Commission herein.

2. Final Award. On April 20, 1977, the Commission entered a final award in this case in the amount of \$50,000.00 in favor of the plaintiff tribe, 40 Ind. Cl. Comm. 107, 125. The final award was based on the stipulation of the parties upon a compromise settlement. Funds to satisfy the judgment were made available pursuant to Public Law 95-240, approved March 7, 1978.

3. Attorneys' Contracts. Contract No. I-1-ind. 42239 dated October 15, 1949, was entered into between the Seminole Indians of the State of Florida and attorneys John O. Jackson and Roger J. Waybright. That contract, approved January 6, 1950, for a term of 5 years, was extended a number of times. A supplement to this contract, approved by the Department of the Interior on October 8, 1959, made Effie Knowles, Roy L. Struble, and Charles Bragman parties to the contract with Roy L. Struble designated chief attorney having sole responsibility and complete control of the claims involved in Dockets 73 and 73-A. Contract No. I-1-ind. 42239 expired on January 5, 1965.

On April 30, 1965, the plaintiff tribe executed a new and separate contract (Symbol 14-20-0650 No. 1292) with attorneys Roy L. Struble, Effie Knowles, and Charles Bragman which was approved on June 3, 1965. This contract was amended on June 29, 1965, to cover services rendered by the attorneys from January 5, 1965 to June 3, 1965. This contract ran for a term of 10 years from January 5, 1965.

On November 22, 1974, the Seminole Tribe of Florida entered into a new contract (K51C14200921) with attorneys Roy L. Struble, Effie Knowles, and Charles Bragman for the prosecution of claims before this Commission in Dockets 73, 73-A, and 73-B. That contract is for a term of 10 years from the date of its approval on April 16, 1975. (See 39 Ind. Cl. Comm. 167, 172 (1976)).

The contracts, as amended, extended, and renewed, provide for a contingent attorney fee not to exceed 10 percent of the amount of recovery.

4. Notice to Parties. The Clerk of the Commission sent notice of the filing of the fee application to the plaintiff tribe, the Department of Justice, the Department of the Interior, and to attorney Effie Knowles, one of the contract attorneys herein. On March 15, 1978, Mr. Howard E. Tommie, Chairman of the Seminole Tribe of Florida, informed the Commission that the Seminole Tribe had no objection to the fee application herein. On May 11, 1978, attorney Effie Knowles filed a reply directed to the petition for reimbursable litigation expenses, a matter not under consideration in this application.

On May 17, 1978, the Department of Justice, taking no position with respect to allowance of attorneys' fees in this case forwarded to the Commission a letter dated April 28, 1978, from the Associate Solicitor, Division of Indian Affairs, Department of the Interior, and a memorandum dated April 19, 1978, from the Deputy Assistant Secretary, Bureau of Indian

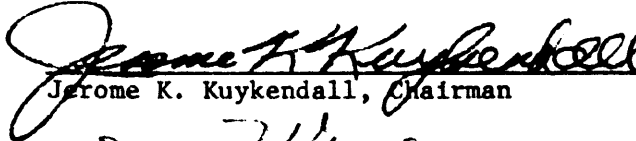
Affairs, Department of the Interior. The report of the Deputy Assistant Secretary, in which the Solicitor concurred, concluded as follows:

While the total fee allowable in the case as compensation earned by the attorneys is not to exceed \$5,000.00, this Bureau did not participate in the litigation; thus, we do not have sufficient detailed information upon which to make a recommendation as to the amount of compensation earned by the claims attorneys.

5. Attorneys' Services. The attorneys for the plaintiff in this docket undertook serious responsibilities and engaged in complex litigation pursuant to agreement wherein the payment of compensation was contingent upon recovery. Considering the responsibilities assumed, the difficult problems of fact and law herein presented, the time and work involved in successfully litigating the issue of liability, the award obtained, the contingent nature of the compensation, and all appropriate factors pertinent to the determination of attorney fees under Section 15 of the Indian Claims Commission Act, 60 Stat. 1049, and standards established pursuant thereto, the Commission finds that the claims attorneys have rendered valuable legal services in prosecuting their client's claim.

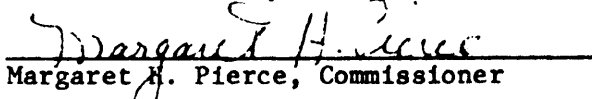
6. Conclusion. On the basis of the entire record in this docket, Section 15 of the Act, the above stated standards, and the contract currently in force between the attorneys and the plaintiff tribe, the Commission concludes that the attorneys herein have earned a gross fee of \$5,000.00 representing 10 percent of the award to the plaintiff.

IT IS THEREFORE ORDERED that there shall be awarded to Charles Bragman and Roy L. Struble the amount of \$5,000.00 for distribution by them to all participating attorneys and other persons entitled to share in the fee. This sum shall represent payment in full of all claims for legal services in this docket.


Jerome K. Kuykendall, Chairman


John T. Vance, Commissioner


Richard W. Yarborough, Commissioner


Margaret H. Pierce, Commissioner


Brantley Blue, Commissioner