

## Newport Woman Wins "Shop 'Til You Drop" Shopping Spree

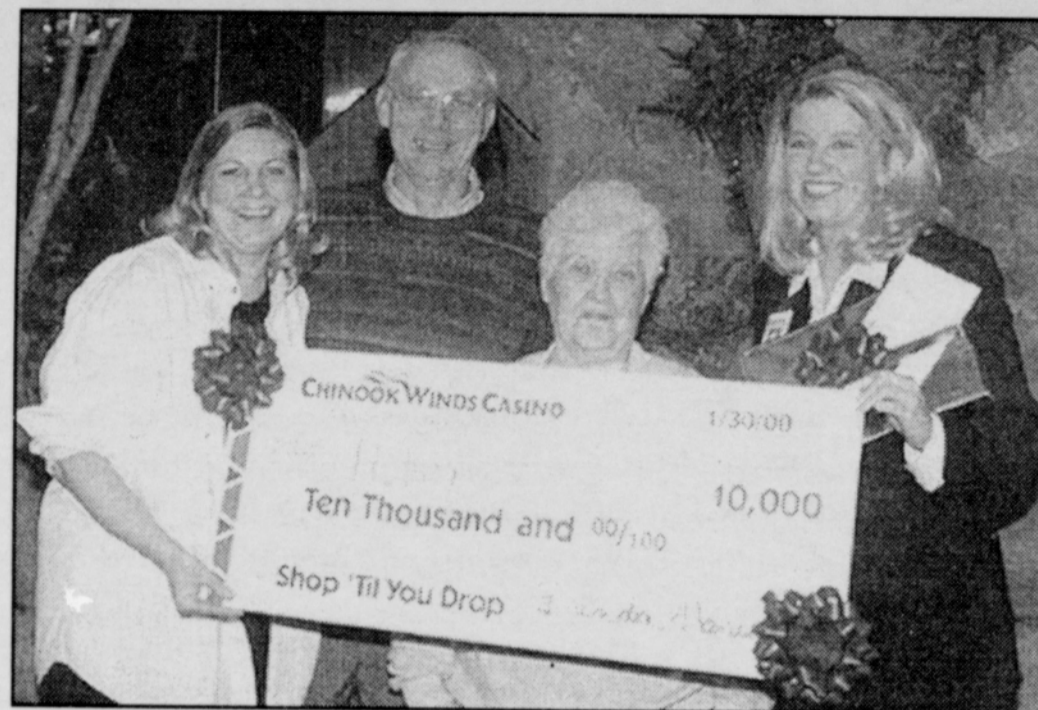
A large crowd filled the main floor of Chinook Winds Casino for the grand prize drawing of a \$10,000 gift certificate to the Factory Stores @ Lincoln City in the "Shop 'Til You Drop" promotion on Jan. 30

The promotion began in November and promoted numerous participating motels and businesses in Lincoln City, including the casino and the outlet stores. The drawing bin held thousands of entry forms for the promotion, in which the winner had to be present to claim the prize.

As luck would have it, the second name drawn was that of Helen Wood from Newport. Security guards escorted an excited Wood across the casino's main gaming to claim her \$10,000 grand prize.

A patron of Chinook Winds since the very beginning of the temporary (tent) facility, Wood said "Let's thank God!" when she reached the drawing stage. She says she plans on treating herself first to a shopping spree and then, of course, her children and grandchildren.

Originally from Los Angeles, Wood settled into retirement in Newport 20 years ago.



Diane Kusz, Factory Stores @ Lincoln City; Roger Robertson, emcee; Helen Wood, shopping spree winner; and Brenda Hovis, marketing director at Chinook Winds.

### Ordinance, con't from page 22

#### 16.21. CONTRACT AND OTHER ACTIONS AND SUITS AGAINST THE TRIBE OR TRIBAL BODIES.

(1) A suit or action may be maintained against the Tribe by and through and in the name of the appropriate tribal body upon a contract made by the Tribe or by such tribal body and within the scope of its authority; provided, however, that a valid resolution, approved by a majority of the Tribal Council was passed and expressly waives the sovereign immunity of the Tribe from suit for the specific contractual cause of action brought by the party against the Tribe or tribal body.

(2) In the event a contract has been entered into by a tribal body within the scope of its authority and such contract waives or purports to waive the sovereign immunity of that tribal body, that tribal body shall be responsible for defending any claim made against it under such contract pursuant to the authorization granted in this section. The Tribe may, at its option and in its sole discretion, substitute itself on behalf of a tribal body in defending a contract claim made under this section. In such case, the Tribe shall assume the position and role of the tribal body, and such substitution shall not constitute a waiver of the Tribe's separate sovereign immunity, and such claim shall be tried solely upon the waiver or purported waiver of sovereign immunity of the tribal body. Any award made under this subsection shall be entered against the tribal body and shall be payable only by the tribal body and not by the Tribe.

#### 16.22. SATISFACTION OF JUDGMENT AGAINST TRIBAL CORPORATION.

(1) If judgment is given for the recovery of money or damages against the Tribe or a tribal body mentioned under section 16.21, no execution shall issue thereon for the collection of such money or damages, but the judgment shall be satisfied as follows:

(a) The party in whose favor the judgment is given may, at any time thereafter, when an execution might issue on a like judgment against a private person, present a certified transcript of the docket thereof, to the Tribal Council who is authorized to draw orders from tribal funds thereof.

(b) On the presentation of the transcript, the Tribal Council shall pass a resolution directing the \_\_\_\_\_ to draw an order for the amount of the judgment, in favor of the party for whom the judgment was given. Thereafter, the order shall be presented for payment, and paid, with like effect and in like manner as other orders upon the \_\_\_\_\_ of the Tribe.

(c) The certified transcript provided for in subsection (1) of this section shall not be furnished by the clerk, unless at the time an execution might issue on the judgment if the same was against a private person, nor until satisfaction of the judgment in respect to such money or damages is acknowledged as in ordinary cases. The clerk shall include in the transcript a memorandum of such acknowledgment of satisfaction and the entry thereof. Unless the transcript contains such a memorandum, no order upon the \_\_\_\_\_ shall issue thereon.

(d) Any judgment entered against a tribal body under the provisions of this section shall be payable only from the funds or assets of such tribal body, unless the Tribal Council, by resolution, expressly agrees that the Tribe shall assume such liability on behalf of the tribal body.

#### 16.23. PROHIBITION OF CONFIDENTIAL SETTLEMENTS AND COMPROMISES; EXCEPTION.

(1) Neither the Tribe, nor the tribal body, officer, employee or agent of a the Tribe, who is a defendant in an action under sections 16.01 to 16.27, shall enter into any settlement or compromise of the action if the settlement or compromise requires that the terms of the settlement or compromise be confidential.

(2) Notwithstanding subsection (1) of this section, the Siletz Tribal Court may, after an expedited examination in chambers, order that terms and conditions of a settlement or compromise of an action be confidential if the court determines, by written findings, that specific privacy interests of a private individual outweigh the Tribe's interest in the terms of the settlement or compromise.

(3) The Tribe and any tribal body, or officer, employee or agent of a tribal body, who is a defendant in an action under sections 16.01 to 16.27, shall file with the court a full and complete disclosure of the terms and conditions of any settlement or compromise of the claims against the Tribe or tribal body, its officers, employees or agents. The disclosure shall be filed prior to the dismissal of the action.

(4) For the purposes of this section:

(a) "Action" means a legal proceeding that has been commenced as provided in the Siletz Tribal Court Rules and Procedures; and

(b) "Tribal body" has the meaning given in § 16.01(5)

(c) "Tribe" has the meaning given in § 16.01(6).

#### 16.28. CIVIL CLAIMS AGAINST THE SILETZ TRIBE UNDER THE INDIAN CIVIL RIGHTS ACT.

The Tribe is subject to actions for violations of an individual's rights by the Tribe, a tribal body, or a tribal employee, officer or agent under the Indian Civil Rights Act, as enumerated in 25 U.S.C. § 1302 and § 1.21 of the Siletz Tribal code, in the Siletz Tribal Court.

(See Ordinance on page 31)