

MASHANTUCKET PEQUOT TRIBAL LAWS
2015-2023 SUPPLEMENT

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TCR092216-04 of 05 amends 1 M.P.T.L. ch. 1.
TCR042717-01 of 09 amended 1 M.P.T.L. ch. 4 making various changes throughout
and replaces ch. 4 in its entirety.
TCR062217-03 amended 1 M.P.T.L. ch. 4 amendments to ch. 4.

Amendments are indicated in red.

TITLE 1. JUDICIARY

CHAPTER 1. MASHANTUCKET PEQUOT TRIBAL COURT

1 M.P.T.L. ch. 1 § 4

§ 4. Court Rules

The Chief Judge shall have the authority to adopt reasonable rules of court for both the Trial Court and the Court of Appeals. Before the effective date of a rule, the Chief Judge shall notify the Mashantucket Pequot Tribal Council, Office of Legal Counsel, and Prosecutor. As used in the section, "rules of court" shall include the rules of civil procedure, rules of criminal procedure, rules of appellate procedure, and rules of evidence.

1 M.P.T.L. ch. 1 § 5

§ 5. Decisions

a. In all criminal and child welfare matters, the judge shall render her decisions, including findings of fact and conclusions of law within 30 days of any trial or any final oral argument or submission of final written arguments on any motion. If warranted, the judge shall also issue an award.

b. In all other matters, the judge shall render her decisions, including findings of fact and conclusions of law within 120 days of any trial or any final oral argument or submission of final written arguments on any motion.

c. If a decision has not been rendered 20 days before the deadlines set forth in (b), the clerk shall issue a notice to the presiding judge, the chief judge, and both parties informing them of the deadline and setting a date for the parties to consent or object to an extension of the deadline for 60 days. Failure to submit written consent will be deemed an objection to the extension.

d. If the parties do not consent to the extension and the presiding judge does not render a decision within the original deadline, the presiding judge will not be assigned any additional matters until the delinquent decision is rendered.

e. In each calendar year and for each judge, the clerk shall track the number of matters before the judge, the average number of days for a decision to be rendered, and the number of decisions not rendered within the limits set out in (a) and (b).

CHAPTER 4. PEACEMAKERS COUNCIL

1 M.P.T.L. ch. 4 § 1

§ 1. Purpose and Scope of Jurisdiction

a. This Law defines the jurisdiction of the Peacemakers as established in TCR102693-01. It also establishes the procedures the Peacemakers will follow when mediating a dispute.

b. For the Peacemakers to have jurisdiction to mediate a matter, the parties must, in writing, voluntarily consent to participate in the mediation and to the jurisdiction of the Peacemakers.

c. The Peacemakers shall have jurisdiction to mediate disputes which occur on the Mashantucket Pequot Tribal Nation's Lands and arise between Tribal Members.

d. The Peacemakers may, in their discretion, exercise jurisdiction over mediation requests for disputes involving non-Indians and arising on the Mashantucket Pequot Tribal Nation's Lands.

e. The Peacemakers shall have jurisdiction to mediate any matter referred to it by resolution of the Mashantucket Pequot Tribal Council or Mashantucket Pequot Elders Council.

f. The Peacemakers shall have jurisdiction to mediate any matter referred to it by the Mashantucket Pequot Tribal Court or MERO.

g. Unless the matter is specifically referred to Peacemakers pursuant to ch. 4, §10.b of this Law, the Peacemakers shall not have jurisdiction to hear any appeal from any decision of the Mashantucket Pequot Tribal Council the Mashantucket Pequot Elders Council or the Mashantucket Pequot Tribal Court.

h. The Peacemakers shall not have jurisdiction to hear grievances. Grievance is defined as an appeal from a decision issued by a government department that affects the legal rights, duties, or privileges of specific persons.

i. The Peacemakers shall not have jurisdiction to hear contract disputes between vendors and the Tribe or any business owned by the Tribe.

j. The Peacemakers shall not have jurisdiction to hear any appeal from decisions of the Housing Committee, a Standing Committee of the Mashantucket Pequot Tribal Council, the Indian Health Services program or from any other tribally-administered federal program. The Peacemakers shall not have jurisdiction to hear any appeal from a final determination of the MERO or any Agency of the Tribe, as that term is defined in 40 M.P.T.L..

1 M.P.T.L. ch. 4 § 2

§ 2. Definitions

a. "Agreement" means a written document which contains a statement of the dispute between the Parties. The document shall also contain a statement describing the settlement or resolution to the defined dispute that is mutually agreed to by the Parties. It shall be signed by the Parties involved in the dispute.

b. "Assigned Peacemakers" shall mean the Peacemakers assigned to any particular dispute, including alternates.

c. "Certified Peacemaker" means a member of the Peacemakers who has completed the training requirements as provided in the Peacemakers policies and procedures.

d. "Chair" shall mean the chairperson of the Peacemakers. In instances where the Chair is unable to, or is otherwise disqualified from, participating in a Peacemakers proceeding, the Vice-Chair shall act in place of the Chair. In instances where both the Chair and Vice-Chair are unable to or are otherwise disqualified from performing the duties of the Chair, the Secretary/Treasurer shall act in place of the Chair and/or the Peacemakers may, by consensus decision, appoint an acting Chair.

e. "Conflict of Interest" means any situation in which a Peacemaker is asked to mediate a matter in which a close family member is a party, or in which the Peacemaker has been personally involved or from which the Peacemaker could receive material personal gain. For purposes of this statute, a "close family member" shall mean a brother, sister, spouse, son, daughter, grandchild, grandparents, father or mother. Peacemakers shall recuse themselves from participating in any matter in which they have a conflict of interest.

f. "Consensus Decision" means a mutually shared agreement of a majority of the Peacemakers present, other than those recused because of a conflict of interest.

g. "Mashantucket Pequot Tribal Nation Lands" or "Tribal Lands" means all lands held in trust by the federal government and all tribally owned lands, and shall include lands acquired by the Tribe subsequent to the date of passage of this Law.

h. "Mediation Request" means a written document which sets forth the nature of the dispute, as well as the identity of the Parties, that occurs on Tribal Lands and seeks the Peacemakers mediation services.

i. "MERO" means the Mashantucket Employment Rights Office as established and defined in 31 M.P.T.L.

j. "Party" or "Parties" means any person or persons identified in a Mediation Request as being directly involved in the dispute or subsequently added with the agreement of all parties and the person or persons being added.

k. "Peacemakers" means that body of Tribal Members who are at least eighteen (18) years of age, who volunteer to serve as mediators.

l. "Tribal Court" means the Mashantucket Pequot Tribal Court.

m. "Tribal Member Employee" means any duly enrolled member of the Mashantucket Pequot Tribe who is employed by the Tribe or any tribal entity.

n. "Tribal Member Programs" means any program or benefit sponsored by the Tribe for the benefit of Tribal Members.

o. "Tribe" means the Mashantucket (Western) Pequot Tribe, a federally recognized Tribe.

1 M.P.T.L. ch. 4 § 3

§ 3. Policy

a. It is the policy of the Mashantucket Pequot Tribe to provide a forum consisting of Elders and other Tribal Members to mediate disputes that arise on Tribal

Lands.

b. The Peacemakers shall establish their internal policies and procedures and will assist in the development of resolutions to disputes that may not be patterned upon state or federal civil courts but may be more closely aligned with the culture of the Tribe and the traditional cultural mediation processes generally followed by Native American tribes. It is intended that this body will mediate solutions to disputes within the tribal community without determining who is at fault in any given situation, applying traditional values to alternative dispute resolution to promote resolution and healing, and to restore relationships.

c. The Peacemakers will assist the Parties in reaching dispute resolution in such a manner as seems consistent with tribal values, objectives, and the Tribe's strategic plan and may involve innovative and alternative solutions. The Peacemakers are not bound by prior decisions or by any prior tribal practice or procedure.

1 M.P.T.L. ch. 4 § 4

§ 4. Peacemaker Membership

a. Tribal Members eighteen (18) years and older who are in good standing with the Tribe may volunteer to serve as a Peacemaker. For the purpose of this law, "good standing" means the Tribal Member is not banished from the Tribe and is not required to register as a sex offender. At least 50% of the Peacemakers volunteers shall be age fifty-five (55) or older. **There shall be no more than thirteen (13) members serving as Peacemakers at any time.**

b. All Tribal Members who volunteer to serve as a Peacemaker shall agree to participate in trainings; have no more than two (2) unexcused absences in a calendar year from regular Peacemaker meetings; and, comply with requirements of this law and the Peacemaker's policies and procedures.

c. Peacemakers shall serve three (3) year terms, which shall automatically renew, unless the Peacemaker resigns or is removed pursuant to ch. 4 §5 of this Law.

1 M.P.T.L. ch. 4 § 5

§ 5. Removal

a. Any Peacemaker may be removed for cause pursuant to a Consensus Decision of the Peacemakers, excluding the Peacemaker being considered for removal. A Peacemaker may be reinstated as provided under the Peacemakers' policies and procedures.

b. A Peacemaker may be removed for cause if:

- (1) The Peacemaker has materially breached the confidentiality required pursuant to ch. 4 §6 of this Law.
- (2) The Peacemaker fails to comply with the requirements pursuant to ch. 4 §4a or §4b.
- (3) The Peacemaker has failed to adhere to policies established by the Peacemakers.

1 M.P.T.L. ch. 4 § 6

§ 6. Confidentiality

a. Peacemakers shall sign a non-disclosure agreement at the beginning of their term and annually thereafter.

b. All mediation proceedings of the Peacemakers shall be confidential. The Parties to any proceeding may mutually agree that named individuals may attend specific proceedings.

c. No documents regarding any mediation request or proceeding shall be released by any employee or member of the Peacemakers to any person or governmental agency unless mutually agreed upon, in writing, by the Parties to the Mediation Request. All employees who provide services to the Peacemakers shall sign a non-disclosure agreement annually.

d. No person who is a witness or who otherwise participates in a Peacemakers proceeding may disclose any information from any such proceeding unless mutually agreed upon, in writing, by the Parties to the Mediation Request. Prior to participating in any Peacemaker proceeding, all persons shall sign a non-disclosure agreement prohibiting the disclosure of any matter discussed during the peacemaking process. Failure of any Party to sign a non-disclosure agreement divests the Peacemakers of jurisdiction.

1 M.P.T.L. ch. 4 § 7

§ 7. Quorum

a. A quorum of the Peacemakers shall be a simple majority of those Peacemakers serving. All members must be given notice of the meeting at least fourteen (14) days prior to the meeting.

b. All decisions of the Peacemakers, unless otherwise noted in this Law, shall be by majority vote of those present at a ~~dully~~ duly called meeting.

1 M.P.T.L. ch. 4 § 8

§ 8. Peacemakers Officers

a. Election of Officers, Terms of Service

(1) Peacemakers shall submit nominations for the positions of Chair, Vice Chair, and Secretary-Treasurer from the Peacemakers. The officers shall be voted into office by secret ballot at the first meeting of the Peacemakers in January. The election shall be conducted by representatives of the MPTN Election Team in accordance with their rules of procedure.

(2) The term of service for officers of the Peacemakers shall be three calendar years commencing February 1st following their election. Peacemakers' terms shall be three calendar years commencing February 1st following their election.

(3) In the event of a vacancy during a term, notification will be sent to the members of the Peacemakers requesting nominations. Nominations will be entertained at the next regularly scheduled meeting where a quorum is present. Any nominations entered must also receive a second motion to be accepted. Nominees must accept the nomination for it to be valid. The Peacemakers shall elect an Officer by secret ballot vote to fill the

remainder of the vacated term. The election shall be conducted by representatives of the Election Team.

b. Officer Duties

(1) The Chair shall:

- i. Preside as the moderator over all meetings of the Peacemakers.
- ii. Assign, from time to time, ad hoc work responsibilities to Peacemakers to prepare information that shall be brought to a meeting of the Peacemakers.
- iii. Ensure annual review of Peacemakers policies and procedures.
- iv. Exercise the duties and responsibilities of the Chair consistent with this law.

(2) The Vice-Chair shall:

- i. Assume the duties of the Chair in the absence of the Chair; and
- ii. In the event that the position of Chair is vacated during a term, the Vice-Chair shall assume the position of Chair for the remainder of the term. In the event this occurs, the Peacemakers shall elect a Vice-Chair to complete that term.

(3) The Secretary/Treasurer shall:

- i. Serve as the official custodian of the records of the Peacemakers. These records shall be open to inspection by any Peacemaker at a reasonable time upon request.
- ii. Serve as Chair for the purpose of calling the meeting to order in the event that the Chair and Vice Chair are absent.
- iii. Ensure that the official records of the Peacemakers, including signed Agreements and any subsequent modifications, are safeguarded under the direction of the Records Management Department of the Tribe.

(4) The Peacemakers Officers shall:

- i. Oversee the development and periodic distribution to Tribal Members and the community of educational materials about the Peacemakers and mediation under this Chapter.
- ii. Determine Mediation Caseloads.

1 M.P.T.L. ch. 4 § 9

§ 9. Meetings

a. The schedule of all Peacemakers meetings shall be determined by majority vote of a quorum of the Peacemakers.

b. Notice of said meetings shall be sent via email, standard post mail, and/or telephone.

c. A quorum shall be required to conduct business of the Peacemakers. Participation may be in-person or telephonically.

1 M.P.T.L. ch. 4 § 10

§ 10. Mediation

a. Filing a Request for Mediation

- (1) A Mediation Request shall be filed with the Chair.
- (2) A Mediation Request shall be filed within 180 days of the date of the incident which gave rise to the conflict.
- (3) The Peacemakers shall provide a copy of the Mediation Request, with a copy of this Law, to all Parties.
- (4) The filing of a Mediation Request shall stay any statute of limitations for an administrative proceeding or Tribal Court action until such time as the mediation process concludes.

b. Referral to Mediation

- (1) The referral of a matter by the Tribal Council or the Elders Council by resolution shall be considered a Mediation Request. The Tribal Court, MERO or other referring entity may refer a matter to the Peacemakers for mediation if both Parties consent by filing a Mediation Request. The Mediation Request shall be filed with the Chair.
- (2) Any Mediation Request by referral must identify the Parties involved and contain a concise description of the nature of the dispute. Any Mediation Request pursuant to a Tribal law shall also cite any applicable Tribal law provisions.

c. Assignment of Peacemakers

- (1) The Chair shall, within three (3) days of confirming that the Peacemakers have jurisdiction, assign two Certified Peacemakers and one certified Peacemaker alternate to each Mediation Request. Peacemakers who are assigned to a Mediation Request shall recuse themselves if they have a Conflict of Interest as defined by ch. 4 §2(e) of this Law. In the event of the unavailability of an Assigned Peacemaker, the alternate will thereafter serve as the Assigned Peacemaker of that mediation.
- (2) A Party may challenge the assignment of any Peacemaker based on a Conflict of Interest within three (3) days of the assignment. The Party who challenges the assignment of a Peacemaker must include specific facts supporting the allegation that there is a Conflict of Interest. The Chair will examine any challenge raised by a Party as well as any response from the challenged Peacemaker before determining whether the Peacemaker must recuse him/herself. The certified Peacemaker alternate assigned to the mediation shall serve in the event a Peacemaker is removed.
- (3) Assigned Peacemakers may be removed from any mediation at the discretion of the Peacemakers if they fail to meet the requirements of this Law. The certified Peacemaker alternate assigned to the mediation shall serve in the event a Peacemaker is removed.

d. Peacemaking Mediation Process

- (1) Assigned Peacemakers shall, within five (5) days of their assignment, contact each of the Parties to the dispute. Before any mediation proceeds, all Parties must, in writing, voluntarily consent to participate in the mediation, to the jurisdiction of the Peacemakers and to the confidentiality of the process.
- (2) If all Parties consent to participate in the mediation, the mediation shall be held in accordance with the policies and procedures adopted by the Peacemakers.
- (3) If possible, the Assigned Peacemakers will assist the Parties to resolve the dispute. Any resolution agreed to by all Parties shall describe, in writing, the terms and conditions of the agreement reached between the Parties. Each Party to the dispute shall sign the Agreement, affirming that they will abide by all terms and conditions of the Agreement and understand the Agreement may be enforced in Tribal Court pursuant to ch.4, §11 of this Law.
- (4) Peacemakers shall not decide fault or liability of the Parties.
- (5) Peacemakers have no authority to force or otherwise coerce the Parties into an Agreement.

e. Conclusion of Mediation

- (1) Failure to Reach an Agreement
 - i. If one or more of the Parties does not consent to the mediation by the Peacemakers, the Peacemakers determine that they do not have jurisdiction, or they decline to exercise jurisdiction over a matter, the Chair shall promptly notify the Parties and the referring entity, as applicable.
 - ii. If the Parties are unable to reach an Agreement, the Assigned Peacemakers shall make a report to the Chair, who may assign new Peacemakers, if appropriate.
 - iii. If the Chair determines that the assignment of new Peacemakers is not appropriate, the Chair will issue a notice to the Parties stating that mediation has not been successful. If the dispute was referred to the Peacemakers, the Parties and the referring entity will be notified that the dispute is referred back to the referring entity.
- (2) Agreement Pursuant to a Request for Mediation
 - i. When the Parties reach an Agreement with the assistance of the Assigned Peacemakers, the Assigned Peacemakers shall make a report to the Peacemakers. A copy of the Agreement shall be filed with the Secretary/Treasurer and become a confidential Peacemaker record.
 - ii. The Assigned Peacemakers shall, within thirty (30) days of the signing of the Agreement, review the status of the Agreement with the Parties. The Assigned Peacemakers may modify the Agreement with the consent of all Parties. Any modifications must be in writing and

signed by each Party. There shall be another review within thirty (30) days following the modification.

(3) Agreement Pursuant to a Referral

- i. If the dispute was referred by MERO or the Tribal Court, the Agreement will be forwarded to the referral forum and a copy shall be kept by the Peacemaker Secretary/Treasurer as a confidential Peacemaker record.
- ii. Once a dispute is referred back to MERO or the Tribal Court, with or without an Agreement, the Peacemakers will no longer have jurisdiction over the matter.
- iii. If the dispute was referred by an entity other than MERO or the Tribal Court, the referring entity will receive notification that an agreement was reached.

f. Mediation Records

- (1) If the mediation is successful, each Party to the Agreement and the Secretary/Treasurer shall preserve a copy of the Agreement and any subsequent modifications. Except as provided in ch. 4§10(e)(3)(ia), the Agreement shall be kept confidential by all Parties and the Peacemakers, provided that the Agreement may be filed with Tribal Court for enforcement purposes.
- (2) If the mediation is successful, upon completion of the last thirty (30) day review, the Assigned Peacemakers shall destroy all written records, documents, or notes used in the mediation process, provided that the Agreement shall be retained.
- (3) No statement or other evidence given during the Peacemaking process may be entered in evidence or otherwise considered in any subsequent administrative or Tribal Court proceeding. No Peacemaker involved in the mediation shall be called to give evidence in any administrative or Tribal Court proceeding that involves the same dispute brought to the Peacemakers.

1 M.P.T.L. ch. 4 § 11

§ 11. Enforcement of an Agreement

a. Agreement Pursuant to Referral

An action to enforce an Agreement reached in a dispute that was referred to the Peacemakers must be filed with Tribal Court within thirty (30) days of when the aggrieved Party knew or should have known that the Agreement was breached.

b. Agreement Pursuant to Mediation Request

- (1) If a Party is not abiding by the terms of an Agreement, the aggrieved Party shall file, within thirty (30) days of when the aggrieved Party knew or should have known that the Agreement was breached, a new Mediation Request with the Chair. The Mediation Request shall specify the specific terms of the Agreement with which a Party is allegedly in non-compliance. The new Mediation Request shall be processed pursuant to ch.

4 §10 of this Law.

- (2) If the new mediation is not successful or a Party declines to participate, the aggrieved Party may file an action with Tribal Court seeking enforcement of the Agreement.
- (3) An action to enforce an Agreement must be filed with Tribal Court within thirty (30) days of the date of the notice from the Chair that the mediation for non-compliance with the Agreement has concluded without successfully resolving the matter pursuant to ch. 4 §10(e)(1)(iii) of this Law.

1 M.P.T.L. ch. 4 § 12

§ 12. Waiver of Sovereign Immunity

a. To the extent that the Tribe or a business owned by the Tribe is a Party to an Agreement, the Tribe hereby expressly waives its sovereign immunity from suit in Tribal Court for the limited purpose of enforcement of the Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the Tribe from suit in any other forum or for any other claim, including any claim in state or federal court or in any state or federal agency, or in any other forum or context.

b. When it is alleged that the liability of the Tribe or a business owned by the Tribe is based upon the action of an officer, agent, servant, or employee of the Tribe acting within the scope of his or her employment there shall be no separate cause of action against said officer, agent, servant or employee, and nothing in this Law shall be construed to waive the sovereign immunity of the Tribe or the business owned by the Tribe to the extent that it extends to such an individual.

1 M.P.T.L. ch. 4 § 13

§ 13. Effective Date

This Law, as amended on ~~June 22, 2017~~ ~~April 27, 2017~~, shall become effective thirty (30) days following date of passage of said amendments. Only conflicts that arise subsequent to the effective date of this Law may be heard by the Peacemakers

Historical and Statutory Notes

Derivation.

Effective January 10, 1992, TCR011092-02 enacted the "Mashantucket Pequot Tribal Council Tribal Court Ordinance" Establishing the Tribal Court to adjudicate civil disputes arising on the Reservation involving any person and to determine guilt for crimes that arise on the Reservation involving Indians. In addition, an Office of Magistrate was created to expedite claims against the Gaming Enterprise involving actual damages less than \$5,000.

Amendments.

Effective May 16, 2000, TCR051600-03 amended former ch. 1 and deleted §§ 22 and 23, to remove references to the Office of the Magistrate and the Gaming Enterprise Division. The Title was reorganized into four chapters.

Effective August 14, 2014, TCR081414-05 of 15 amended 1 M.P.T.L. ch. 1 §4 adding subsections c, d and e to address the length of time in which Tribal Court decisions must be issued.

~~Effective September 22, 2016, TCR092216-04 of 05 amended 1 M.P.T.L. ch. 1 to authorize the Chief Judge to adopt and amend the rules of the court pursuant to 1 M.P.T.L. ch.1 §4.~~

Effective April 27, 2017, TCR042717-01 amended 1 M.P.T.L. ch. 4 which provides for MPTN culture and tradition-influenced mediation rather than arbitration, and changes the selection process for Peacemakers, at an amount not-to-exceed thirteen (13) Peacemakers. Effective June 22, 2017, TCR062217-03 amended 1 M.P.T.L. ch. 4 to include the 13-member limitation and to correct typographical errors.

TCR072715-01 of 08 amends 2 M.P.T.L. ch. 2 § 1 by adding a new Section d.
TCR093021-01 of 13 amends M.P.T.L. ch. 2 § 1(d).
TCR081122-03 of 07 amended Chapter 4 Section 1 "Tribal Government Protection"
TCR090822-04 of 17 amended Chapter 4 § 2.
TCR090822-05 of 17 amended Chapter 5 § 1a.
Amends or indicated in red.

TITLE 2. CRIMINAL LAW

CHAPTER 2. OFFENSES AGAINST THE TRIBE LAW AND ORDER CODE

2 M.P.T.L. ch. 2 § 1

§ 1. Offenses Against the Tribe

The following are declared to be offenses against the law of the Mashantucket Pequot Tribe which shall be punishable in the courts of the Mashantucket Pequot Tribe by imprisonment for a term of not more than one year and a fine of not more than \$5,000 or both:

a. Mashantucket Pequot Criminal Laws. The Mashantucket Pequot Tribe hereby adopts as tribal law the criminal laws of the state of Connecticut, and all other actions, activities, and conduct determined to be criminal or prohibited pursuant to tribal law.

b. Violation of Tribal Gaming Law. The commission of any act as defined by Section 9 of the Mashantucket Pequot Tribal Gaming Law, 3 M.P.T.L. is a criminal offense of the Mashantucket Pequot Tribe.

c. Violations of Tribal Liquor Law: The sale of any intoxicating liquor within the Mashantucket Pequot Reservation, including the lands now or hereafter held in trust for the Tribe by the United States or held by the Tribe subject to a restriction against alienation imposed by the laws of the United States, except in conformity to the requirements of the Mashantucket Pequot Tribal Liquor law, 17 M.P.T.L., is declared to be a criminal offense against the law of the Mashantucket Pequot Tribe.

d. Penalty for Illegal Possession of a Small Amount of Cannabis-Type Substance.

- (i) The laws of the state of Connecticut providing for criminal prosecution concerning Cannabis or Cannabis-Type Substances (as defined in State Public Act No. 21-1) are hereby adopted and shall serve as tribal law.

~~Any person who possesses or has under his control less than one-half ounce of a Cannabis-Type Substance, as defined below, shall (1) for a first offense, be fined one hundred fifty dollars, and (2) for a subsequent offense, be fined not less than two hundred dollars or more than five hundred dollars.~~

~~The law enforcement officer issuing a complaint for a violation of any provisions of subsection (i) of this section shall seize the Cannabis-Type Substance and cause such substance to be destroyed as contraband in accordance with law.~~

- (ii) Any person who, at separate times, has twice entered a plea of nolo contendere to, or been found guilty after trial of, a violation of any provisions of subsection (i) of this section shall, upon a subsequent plea of nolo contendere to, or finding of guilty of, a violation of said subsection, be referred for participation in the Tribal Pretrial Intervention program at such person's own expense.

~~"Cannabis-Type Substance" shall include all parts of any plant, or species of the genus cannabis or any infra specific taxon thereof whether growing or not; the seeds thereof; the resin extracted from any part of such a plant; and every compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds or resin; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks, except the resin extracted therefrom, fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. Included are cannabimon, cannabimol, cannabidiol and chemical compounds which are similar to cannabimon, cannabimol or canna-bidiol in chemical structure or which are similar thereto in physiological effect, and which show a like potential for abuse, which are controlled substances under this chapter unless modified.~~

- (iii) Any party who can demonstrate that they have been convicted in the Mashantucket Pequot Tribal Court for a violation of sub-section (i) of this section as in effect prior to [enactment date of amendments by MPTN Tribal Council], shall be entitled to automatic possession of small amounts of a Cannabis-Type Substance as defined herein, may petition the Court for the erasure of that action as a criminal offense, and if said petition is granted the Court shall cause the file to reflect the fact that the criminal conviction has been erased pursuant to this provision and shall not be treated as a criminal conviction for any purpose. The relief to be granted shall be limited to such erasure and shall not include any repayment or remission of fines or other penalties that may have been imposed in regard to such conviction.

CHAPTER 4. TRIBAL GOVERNMENT PROTECTION

2 M.P.T.L. ch. 4 § 1

§ 1. Protection of Tribal Council

It is essential that Tribal Council members be protected from intimidation or the threat of actual physical violence. Whoever threatens the life of, assaults, batters or otherwise physically harms or attempts to harm any member of the Mashantucket Pequot Tribal Council, shall be guilty of a criminal offense. In a prosecution of an offense under this law, the tribal prosecutor need not prove that the defendant knew that the victim of the offense was a member of the Mashantucket Pequot Tribal Council.

a. Whoever is convicted under the provisions of this law shall be guilty of interfering with a member of the Tribal Council and shall be punished by incarceration ~~by~~ of up to one (1) year ~~in jail~~ and/or a fine of up to \$5,000.

b. Anyone convicted under the provisions of this law shall be incarcerated for a minimum of 30 days.

c. Persons accused of violating the provisions of this law are not eligible to participate in the Pre-Trial Intervention Program.

d. Anyone convicted under the provisions of this law may, be ~~subject to Banishment or Exclusion~~ from the Mashantucket (Western) Pequot Tribe and its Reservation ~~tribal membership rolls~~ and, upon ~~removal~~ Banishment or Exclusion, may forfeit all tribal rights and benefits.

2 M.P.T.L. ch. 4 § 2

§ 2. Prohibition on the Assault or Intimidation of Officers of the Tribal Government

The Tribal Council has previously provided that it is essential that certain officers of the tribal government, such as the Tribal Council, ~~the Elders Council Officers~~, the Peacemakers Council, and the tribal court, be protected from intimidation or threat of actual physical violence as a result of or relating to their services on behalf of the tribal government; and

The Tribal Council believes it is necessary to formally extend this protection to all officers of the tribal government, including members of the Tribal Council's standing committees and teams.

a. No person shall unduly influence or attempt to influence any officer of the Mashantucket Pequot tribal government with respect to their duties and responsibilities as officers of the government.

b. No person shall threaten, assault, or batter, or otherwise physically harm any officer of the Mashantucket Pequot tribal government in retaliation for or in connection with any action taken or proposed action to be taken by such officer of the government during the course of their duties.

c. Violations of these provisions may be punishable to the maximum extent provided by law.

CHAPTER 5. CHILD NEGLECT AND ABUSE REPORTING

ENACTMENT OF THE CHILD PROTECTION AND FAMILY PRESERVATION LAW

2 M.P.T.L. ch. 5 § 1

§ 1. Mandated Reporters and Penalties

a. Any person who is a physician, surgeon, dentist, podiatrist, chiropractor, dental hygienist, optometrist, medical examiner, emergency medical technician, paramedic, or health care provider, teacher, school counselor, instructional aide, teacher's aide, teacher's assistant, or bus driver or monitor employed by the Tribe, administrative officer, supervisor of child welfare and attendance, or truancy officer of any tribal school, child day care worker, headstart teacher,

public assistance worker, worker in a group home or residential or day care facility, or social worker, psychiatrist, psychologist, or psychological assistant, licensed or unlicensed marriage, family, or child counselor, person employed in the mental health profession, or law enforcement officer, probation officer, worker in a juvenile rehabilitation or detention facility, or person employed in an agency who is responsible for enforcing statutes and judicial orders, or Mashantucket Pequot Tribal Council members or MPTN Elder's Council officers, or any person who supervises or has control over children or who has regular contact with children, who knows, or has reasonable suspicion that a child was neglected or abused, or that actions are being taken, or are going to be taken, that would reasonably be expected to result in the neglect or abuse of a child, shall immediately report such neglect or abuse to the Tribe's child protective services or law enforcement service, or both.

Historical Notes

Derivation.

Effective November 30, 1993, TCR113093-03 enacted the "Mashantucket Pequot Tribal Criminal Court Ordinance."

Amendments.

Effective October 5, 2000, TCR100500-02 reorganized and renumbered the Title to encompass all Criminal Law and Procedure provisions.

Effective July 27, 2015, TCR072715-01 Amended Chapter 2 Section 1 by adding a new subsection (d) which relates to the penalties for the illegal possession of a small amount of Cannabis-Type Substance.

Effective September 30, 2021, TCR093021-01 of 13 amended Chapter 2 Section 1(d) to decriminalize possession of small amounts of Cannabis-Type Substance and procedure for the Tribal Court for automatic erasure of criminal records related to possession of the same.

Effective August 11, 2022, TCR081122-03 of 07 amended Chapter 4 Section 1 "Tribal Government Protection" to remove language regarding disenrollment to be consistent with the Tribe's laws and policies.

Effective October 1, 2022, TCR090822-04 of 17 amended Chapter 4 Section 2 to include protections for Elders' Council Officers.

Effective October 1, 2022, TCR090822-05 of 17 amended Chapter 4 Section 1a to include Tribal Council Members and Elders' Council Officers as Mandated Reporters.

TCREX102419-02 of 02 amends 3 M.P.T.L.
TCR080521-02 of 02 amends 3 M.P.T.L.
Amendments are indicated in red.

TITLE 3. GAMING

3 M.P.T.L. ~~ch. 1~~ § 1

Section 1. Statement of Policy

It is the purpose of this ~~Law Ordinance~~ to provide for the sound regulation of all gaming activities on ~~Indian~~ lands within the jurisdiction of the Mashantucket Pequot Tribe, in order to protect the public interest in the integrity of such gaming activities, to prevent improper or unlawful conduct in the course of such gaming activities, and to promote the development of a balanced tribal economy by dedicating all of the net revenues from such gaming activities to the public purposes of the Tribe.

3 M.P.T.L. ~~ch. 1~~ § 2

Section 2. Definitions

For purposes of this ~~Law Ordinance~~:

- a. "Act" means the Indian Gaming Regulatory Act, Pub.L. 100-497, 25 U.S.C. § 2701 et seq., ~~including any amendments.~~
- b. "Chair~~man~~" means the Chair~~man~~ of the Mashantucket Pequot Tribal Gaming Commission established pursuant to this ~~Ordinance Law.~~
- c. "Class II gaming" means Class II gaming as defined in ~~accordance with~~ the Act, ~~25 U.S.C. § 2703(7)(A).~~
- d. "Class III gaming" means Class III gaming as defined in ~~accordance with~~ the Act, ~~25 U.S.C. § 2703(8).~~
- e. "Commission" means the Mashantucket Pequot Tribal Gaming Commission established by this ~~Ordinance Law.~~
- f. "Compact" means ~~any agreement between the Mashantucket Pequot Tribe and the State of Connecticut entered into pursuant to the Act and which governs gaming conducted on the Indian lands of the Tribe, including any amendments to such agreement(s). Compact as used in this Ordinance includes the Gaming Procedures as defined in this Ordinance.~~
- g. "Enterprise" means ~~an entity created, designated and wholly owned by the Tribe to conduct gaming operations within the Tribe's Indian lands, including the Mashantucket Pequot Gaming Enterprise.~~
- h. "Gaming facility or Gaming facilities" means ~~Gaming facility or Gaming facilities as defined in the Gaming Procedures; provided that nothing in this Ordinance shall impose any provision of the Gaming Procedures or any other Compact addressing Class III gaming on the operation of Class II gaming or Gaming facilities in which Class II gaming, only, is conducted.~~
- i. "Gaming Procedures" means ~~the Proposal of the State of Connecticut for a Tribal-State Compact Between the Mashantucket Pequot Tribe and the State of Connecticut, as selected and filed by the court appointed mediator in the United~~

States District Court for the District of Connecticut on October 22, 1990, and as prescribed by the United States Secretary of the Interior in accordance with the Act as the procedures under which Class III gaming may be conducted on Indian lands over which the Tribe has jurisdiction, including any amendments thereto.

j. "Indian lands" means Indian lands as defined in the Act.

k. "Key employee" means:

- (1) A person who performs one or more of the following functions:
 - (i) Bingo caller;
 - (ii) counting room supervisor;
 - (iii) chief of security;
 - (iv) custodian of gaming supplies or cash;
 - (v) floor manager;
 - (vi) pit boss;
 - (vii) dealer;
 - (viii) croupier;
 - (ix) approver of credit; or
 - (x) custodian of gambling devices, including persons with access to cash and accounting records within such devices;or
- (2) If not otherwise included, any other person whose total cash compensation is in excess of \$50,000 per year; or
- (3) If not otherwise included, the four most highly compensated persons in the gaming operation; or
- (4) Any other person designated by the Commission as a key employee for purposes of gaming regulation.

l. "National Indian Gaming Commission" or "NIGC" means the National Indian Gaming Commission established pursuant to the Act.

m. "Net revenues" means "net revenues" as defined in the Act and regulations promulgated by the NIGC pursuant to the Act.

n. "Ordinance" means this Mashantucket Pequot Tribal Gaming Ordinance.

o. "Primary management official" means:

- (1) The person having management responsibility for a management contract; or
- (2) any person who has authority:
 - (i) to hire and fire employees; or
 - (ii) to set up working policy for the gaming operation; or
- (3) the chief financial officer or other person who has financial management responsibility; or
- (4) any other person designated by the Tribe as a primary management official.

p. "State" means the state of Connecticut.

q. "State Gaming Agency" means the single state agency designated by the State pursuant to a Compact to carry out the State's oversight of Class III gaming as authorized by a Compact.

r. "Tribe" means the Mashantucket Pequot Tribe.

3 M.P.T.L. ~~ch. 1~~ § 3

Section 3. Adoption of Gaming Procedures Compact

In accordance with a requirement in ~~Section 13(d) of the Compact~~, the Gaming Procedures, the Gaming Procedures are ~~Compact is~~ hereby incorporated within and enacted as an integral part of this Ordinance Law with respect to all forms of Class III gaming, and the Gaming Procedures Compact including the appendices thereto, as amended from time to time, is appended to and made a part of this Ordinance Law as if set forth in full herein; provided, however, that nothing in the adoption of the Gaming Procedures Compact herein shall be deemed to affect the operation by the Tribe of any Class II gaming, whether conducted within or without the Gaming facilities, or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe on its Indian Lands Reservation.

3 M.P.T.L. ~~ch. 1~~ § 4

Section 4. Authorization for gaming activities

a. The Tribe is ~~Forms of Class III gaming~~ authorized to. ~~The Enterprise on behalf of the Tribe may~~ conduct all forms and ~~the following~~ types of Class III gaming as long as consistent with the Act and any applicable Compact pursuant to the Act.

~~(1) The following games of chance:~~

~~(a) Blackjack;~~

~~(b) Poker;~~

~~(c) Dice;~~

~~(d) Money wheels;~~

~~(e) Roulette;~~

~~(f) Baccarat;~~

~~(g) Chuck-a-luck;~~

~~(h) Pan game;~~

~~(i) Over and Under;~~

~~(j) Horse race game;~~

~~(k) Acey-ducey;~~

~~(l) Beat the dealer; and~~

~~(m) Bouncing ball.~~

~~(2) Any bazaar game not listed in subsection (a) (1), but only if conducted solely for merchandise prizes;~~

- ~~(3) Any lottery game;~~
- ~~(4) Off-track pari-mutuel betting on animal races;~~
- ~~(5) Pari-mutuel betting, through simulcasting, on animal races;~~
- ~~(6) Pari-mutuel betting on jai alai games conducted on the Reservation;~~
- ~~(7) Pari-mutuel betting on dog racing conducted on the Reservation;~~
- ~~(8) Pari-mutuel betting on horse racing conducted on the Reservation, but only to the extent authorized in accordance with Section 15 of the Compact;~~
- ~~(9) Video facsimiles of any game of chance listed in subsection (a) (1), but only to the extent authorized in accordance with Section 15 of the Compact;~~
- ~~(10) Telephone betting on any lottery game, but only to the extent authorized in accordance with Section 15 of the Compact; and~~
- ~~(11) Off-track pari-mutuel telephone betting on animal races, but only to the extent authorized in accordance with Section 15 of the Compact.~~

b. The Tribe is authorized to conduct all forms and types of Class II gaming as long as consistent with the Act and any applicable regulations of the National Indian Gaming Commission.

c. The Commission may authorize the use of the Internet, mobile devices or other technological developments to play Class II or Class III games on the Tribe's Indian lands; provided that for Internet gaming the Commission first issues regulations or standards that meet the requirements of subsections (d) and (e) of this Section 4, and such bets or wagers do not violate any of the following:

- (1) The Interstate Horseracing Act of 1978 (15 U.S.C. 3001 et seq.);
- (2) Chapter 178 of title 28 (commonly known as the "Professional and Amateur Sports Protection Act");
- (3) The Gambling Devices Transportation Act (15 U.S.C. 1171 et seq.); and
- (4) The Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.).

d. Age, Location and Data Security Requirements. Before allowing the play of a Class II or Class III game using the internet, the Commission shall adopt standards or regulations to implement the following age, location and data security requirements, which are intended to comply with the safe harbor provisions of the Unlawful Internet Gaming Enforcement Act, 31 U.S.C. 5361 et seq.:

- (1) Only patrons who have provided their legal name, date of birth (establishing that the patron is not a minor), address and contact information shall be allowed to establish an account for Class II or Class III gaming using mobile devices and/or the internet.
- (2) Such information must be encrypted by the gaming operation and the patron must establish an account password or other authentication method approved by the Commission.
- (3) The patron shall be required to authenticate his or her identity prior to accessing his/her account and/or placing a wager.
- (4) The location of the patron on Indian lands must be verified by the gaming operation prior to the first wager in the patron session

using a geolocation method that provides the latitude and longitude coordinates of the patron.

- (5) The location of the patron must be verified on an ongoing basis and the patron session must be disabled any time the gaming operation is unable to verify the patron is present on Indian lands.

e. Technical Standards. Class II games played with use of electronic, computer, or other technologic aids, including use of mobile devices and/or the internet must comply with the requirements of 25 C.F.R Part 547, including any Alternative Standards adopted by the Commission and approved by the Chair of the National Indian Gaming Commission. Class III games shall comply with the standards set forth in any applicable Compact and related standards of operation and management developed pursuant to such Compact.

~~Authority for Class II gaming. In addition to the forms of Class III gaming authorized pursuant to Section (a) hereof, the Tribe shall be authorized to conduct all forms of Class II gaming on the Reservation, including without limitation any form of bingo (whether or not electronic, computer, or other technologic aids are used in connection therewith), pull-tabs, lotto, punch boards, tip jars, instant bingo, and other games similar to bingo so long as played at the same location as bingo.~~

3 M.P.T.L. ~~ch. 1~~ § 5

§ Section 5. Compliance with the Act

This ~~Ordinance~~ Law shall be construed in a manner which conforms to the Act in all respects, and if inconsistent with the Act in any manner, the provisions of the Act shall govern.

a. Ownership and Conduct of gaming operations. In compliance with the Act, the Tribe shall have the sole proprietary interest and responsibility for the conduct of any gaming activity on the Tribe's Indian lands.

~~Limitation on gaming operations. In compliance with 25 U.S.C. § 2710(b)(2)(A), the Tribe shall have the sole proprietary interest and responsibility for the conduct of any gaming activity on the Reservation; provided, however, that nothing herein shall interfere with the exercise by any secured party of its rights under any collateral lease, leasehold mortgage or other financing agreement with the Tribe to enforce its security interests in the premises on which such gaming activities may be conducted, or to enforce its rights against gross revenues of the Tribe from its gaming activities for the purpose of repayment of the debt obligations of the Tribe to such secured party in accordance with the provisions of such agreements.~~

b. Application of net revenues. In compliance with the Act ~~25 U.S.C. § 2710(b)(2)(B)~~, net revenues from any gaming activity are not to be used for purposes other than:

- (1) to fund tribal government operations or programs;
- (2) to provide for the general welfare of the Indian tribe and its members;
- (3) to promote tribal economic development;
- (4) to donate to charitable organizations; or

- (5) to help fund operations of local government agencies. ~~of the State and Its political subdivisions.~~

c. Annual audit. In compliance with ~~the Act 25 U.S.C. § 2710(b)(2)(C) and (D),~~ all gaming activities shall be subject to an annual outside audit ~~by independent certified public accountants, not less than annually,~~ and copies of the annual audit shall be provided to the National Indian Gaming Commission. All contracts for supplies, services, or concessions for a contract amount in excess of \$25,000 annually (except contracts for professional, legal or accounting services) relating to Class II or Class III gaming shall be subject to such audits.

d. Public safety standards. In compliance with ~~the Act 25 U.S.C. § 2710(b)(2)(E),~~ the construction, ~~and maintenance and of any gaming facilities,~~ and the operation of any Gaming facility activities, shall be conducted in a manner that ~~which~~ adequately protects the environment and the public health and safety. ~~and f~~For that purpose the gaming operation shall comply with the requirements of any applicable ~~Sections 13(a), 14(a) and 14(e) of the Compact~~ and all other applicable health, safety and environmental standards enacted by the Tribe. ~~Those standards generally imposed by the laws and regulations of the State relating to public facilities with regard to building, sanitary, and health standards and fire safety shall be deemed to be incorporated by this Law as the laws of the Tribe applicable to the gaming facilities of the Tribe. Those standards generally imposed by the laws and regulations of the State relating to public facilities with regard to water discharges shall be deemed to be incorporated by this Law as the laws of the Tribe applicable to the gaming facilities of the Tribe; provided, however, that to the extent that federal water discharge standards specifically applicable to the Reservation would preempt such State standards, such federal standards shall govern. The Commission established by this Law shall have the authority be empowered to enforce these requirements as provided in this Ordinance Section 7 hereof.~~

e. Background investigations. In compliance with ~~the Act 25 U.S.C. § 2710(E)(2)(F):~~

- (1) all Class III gaming employees, as defined in ~~the any Compact,~~ including ~~all P~~primary management officials and ~~K~~key employees ~~of any Class III Gaming Enterprise, together with such Class II gaming employees as are required by the Enterprise to secure such licenses,~~ shall be subject to the State licensing requirements ~~of the Compact as set forth in such Section 5 of the Compact,~~ which include requirements for background investigations and ongoing oversight of such officials and management, ~~review~~ including annual license renewal ~~of such State licenses~~ for ~~all~~ gaming employees if required by a Compact or by Commission regulations. In addition to any state licensing requirement in a Compact, the Commission may require Class III gaming employees to obtain a Commission license in order to work in any Gaming facility.

~~The Tribe shall notify the National Indian Gaming Commission of the results of the State licensing process for its primary management officials and key employees in accordance with such regulations or procedures as the National Indian Gaming Commission may establish.~~

- (2) all Class II gaming employees who are not otherwise licensed ~~by the State as gaming employees pursuant to the Compact~~ shall be required to obtain a license ~~as a gaming employee~~ from the Commission ~~established~~

~~pursuant to this Law~~, and for that purpose the Commission shall conduct background investigations according to requirements that are at least as stringent as those set forth in the National Indian Gaming Commission's regulations.

- (3) ~~The Commission of all such employees and~~ shall deny or revoke ~~such a license~~s for any employee whose prior activities, criminal records if any, or reputation, habits and associations pose a threat to the public interest or to the effective regulation of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming. ~~Any such person denied a license or whose license is revoked under this subsection shall not be eligible for employment in a Gaming facility.~~
- (4) The Commission shall notify the National Indian Gaming Commission of the results of its background investigation for the ~~P~~primary management officials and ~~K~~key employees of its Class II gaming operations ~~who are not licensed by the State as gaming employees pursuant to the Compact,~~ and of the results of the State licensing process for such ~~P~~primary management, officials and ~~K~~key ~~employees who are licensed by the State as gaming~~ employees pursuant to the Compact, in accordance with any applicable ~~such regulations or procedures as the~~ National Indian Gaming Commission ~~regulations may establish.~~

3 M.P.T.L. ~~ch. 1~~ § 6

~~SECTION 6. Penalties~~

~~Any individual who violates any provision of this Law, including the provisions of the Compact incorporated herein, shall be subject to civil penalties including exclusion from employment by any tribal Gaming Enterprise, exclusion from attendance at any tribal gaming facility, exclusion from the Reservation if a non-member of the Tribe, or, with respect to any person subject to the jurisdiction of the Tribe to impose such fines, a fine of not more than \$500.00 for each such violation. The Commission established pursuant to this Law shall have the jurisdiction to impose any such penalties on any person within the jurisdiction of the Tribe to impose such penalties.~~

3 M.P.T.L. ~~ch. 1~~ § 7

~~§ 7. Tribal Gaming Commission~~

a. Establishment of Commission. There ~~shall be~~ is established a Mashantucket Pequot Tribal Gaming Commission, which will consist of no less than three ~~consisting of a chairman, vice chairman and three~~ other members who shall be appointed by the Tribal ~~Chairman with the advice and consent of the Tribal Council,~~ at least ~~three~~ two of whom commissioners shall be members of the Tribe, but ~~none of whom~~ no commissioner shall be ~~employees~~ an employee or director of the Enterprise or ~~directors of the Enterprise,~~ and who shall each serve concurrently on the Tribal Council. ~~for a~~ The Tribal Council may appoint one commissioner as the Chair, determine the term of ~~three years commencing on the date of their appointment,~~ provided, that the initial members so appointed shall serve for terms deemed to commence on January 31, 1993 and one of the initial members appointed shall be designated to serve for an initial term of one year and one of the initial members appointed shall be designated to serve for an initial term of two years. ~~The~~ No less than three members of the Commission shall serve ~~on a~~ for the commissioners, whether full or part time ~~basis and.~~ The Commission shall establish the compensation. ~~of members of the Commission with the approval of the Tribal Council. Full-time mMembers of the Commission,~~

~~who are Tribal members~~ The commissioners may be removed with or without ~~for~~ cause by a vote of a majority of the members of the Tribal Council then in office. ~~7 and upon expiration of their term they shall be reappointed unless the Tribal Council finds cause not to reappoint said members. Members of the Commission who are part time or are not tribal members may be removed by the Tribal Council with or without cause.~~ Vacancies in the Commission ~~shall~~ may be filled by appointment by the Tribal Chairman pending action by the Tribal Council. No member or employee of the Commission shall participate as a player in any gaming activity conducted by the Tribe.

b. Powers and duties of Commission. The Commission shall have the following powers and duties:

- (1) The Commission shall have primary responsibility for oversight of tribal gaming operations to assure the integrity of such operations and shall, for that purpose, employ non-uniformed inspectors who shall be present in ~~all~~ The Gaming facilities during all hours of operation and who shall be under the sole supervision of the Commission and not to any management employees of the tribal gaming operations. ~~Such~~ The Commission and its inspectors shall have unfettered access to all areas of the Gaming facilities at all times, and personnel employed by the Enterprise shall for such purposes, provide the ~~such~~ Commission and its inspectors access to locked and secured areas of the Gaming facilities in accordance with the ~~S~~standards of ~~maintenance Operation and Management operation~~ promulgated pursuant to ~~the a Compact or this Ordinance~~. Such inspectors shall report to the Commission regarding any failure by the Enterprise to comply with any of the provisions of ~~the a Compact or this Law Ordinance~~ and any other applicable laws and ordinances of the Tribe. Inspectors assigned by the Commission shall also receive consumer complaints ~~related to the gaming operation~~ within the Gaming facilities and shall assist in seeking voluntary resolution of such complaints. Inspectors appointed by the Commission shall be licensed as gaming employees by the State in accordance with the ~~Compact Gaming Procedures~~.
- (2) The Commission may on its own initiative investigate any aspect of the operations of the Enterprise in order to protect the public interest in the integrity of such gaming activities and to prevent improper or unlawful conduct in the course of such gaming activities, and shall investigate any report of a failure of the Enterprise to comply with the provisions of ~~the a Compact or this Law Ordinance~~ and may require the Enterprise to take any corrective action deemed necessary by the Commission upon such terms and conditions as the Commission may determine appropriate. The Commission may compel any person employed by or doing business with the Enterprise to appear before it and to provide such information, documents or other materials as may be in their possession to assist in any such investigation.
- (3) The Commission shall carry out ~~each of~~ the responsibilities and duties set forth for the ~~T~~ribal gaming agency in the Gaming Procedures or in any applicable Compact and in ~~the any~~ Standards of Operation and Management ~~issued pursuant to a Compact~~.
- (4) The Commission shall ~~prepare~~ ensure there is a plan or plans for the protection of public safety and the physical security of patrons in ~~each of its gaming~~ the Gaming facilities, ~~following consultation and agreement with the state police,~~ such plan setting forth the respective

responsibilities of the Commission, the security department of the Enterprise, ~~any~~ the Tribal police ~~agency~~, and the state ~~police law enforcement agency~~.

- (5) The Commission shall review and approve floor plans and surveillance systems for each Gaming facility and ~~shall pursuant to the Gaming Procedures will~~ confer with the State gaming agency regarding the adequacy of such plans and systems.
- (6) The Commission shall establish and revise Standards of Operation and Management for Class III gaming activities in accordance with ~~the any Compact and for Class II gaming activities under this Ordinance~~.
- (7) The Commission may issue ~~and, deny or~~ revoke licenses for ~~Class II~~ all gaming employees in accordance with ~~§4Section 5(c)(ii) of this Law Ordinance~~.
- (8) The Commission may issue and revoke licenses to any person providing gaming equipment ~~or services~~ to the ~~Class II~~ gaming operations of the Enterprise who is not otherwise registered as a gaming service enterprise by the State pursuant to ~~the a~~ Compact and who transacts business with the Enterprise with a value in excess of \$50,000.00 within any two (2) year period. No person shall transact such business without a valid license from the Commission. For purposes of such licensing, the Commission shall apply the same standards as are applied to gaming service enterprises registered by the State pursuant to ~~the a~~ Compact. The Commission may conduct such investigation into such enterprises as it deems necessary or appropriate to satisfy such standards.
- (9) The Commission shall establish a list of persons barred from the Gaming facilities because their criminal history ~~or, their~~ association with career offenders or career offender organizations, ~~or their activities or associations in any other manner~~ poses a threat to the integrity of the gaming activities of the Tribe.
- (10) The Commission shall approve the rules of each game of chance operated ~~by the Tribe pursuant to Section 7 of the a Compact and shall in accordance with the provisions of the Compact~~ notify the State Gaming Agency of such rules and of any change in such rules ~~to the extent required by such Compact~~.
- (11) The Commission shall ~~enforce~~ ensure the Tribe enforces the health and safety standards applicable to the Gaming facilities ~~of the Enterprise as referenced section 14 of the Gaming Procedures. in accordance with Section §5(d) of this Law. Prior to the opening of any facility for Class III gaming, the Enterprise shall obtain a certificate of compliance from the Commission relating to the Class III gaming facilities.~~
- (12) The Commission shall issue a ~~certificate of compliance to the Enterprise upon a determination that the gaming facilities of the Enterprise comply with such standards.~~ Separate license to each place, facility or location on Indian lands where Class II or Class III gaming is conducted.
- (13) The Commission may impose penalties, as provided under this Ordinance, for violations of this Law Ordinance, any ~~the~~ Compact or the Standards of Operation and Management ~~in accordance with Sections 5 of this Law~~.

- (14) The Commission may ~~in the name of the Tribe~~ bring any civil action or seek criminal ~~complaint~~ penalties in the courts of the Tribe, the State or the United States, as appropriate, to enforce the provisions of this Law Ordinance or to enjoin or otherwise prevent any violation of this Law Ordinance, the Act or ~~the~~ a Compact, occurring on the Reservation.
- ~~(15) The Commission may receive~~ Tribe's Indian lands. In the event any ~~complaint from an employee of the Enterprise or any member of the public who is or~~ such action would result in a suit against another government including the State, any municipality of the State, or the United States government, the Commission must first obtain approval for such suit from the Mashantucket Pequot Tribal Council.
- (15) any person who claims to be adversely affected by an act or omission of the Enterprise which is asserted to violate this Law Ordinance, ~~the~~ a Compact, or the Standards of Operation and Management adopted pursuant to this Law, and may upon consideration of such complaint order such remedial action as it deems appropriate Ordinance or under a Compact, including but not limited to license determinations, shall have as their sole remedy the right to ~~bring the Enterprise into compliance with~~ file a petition for review and relief with the Commission. Any such provisions. ~~The Commission may for this purpose~~ petition must be submitted in writing to the Commission within thirty (30) days of the act or omission giving rise to the petition. The Commission may, in its sole discretion, conduct a hearing and receive evidence with regard to such ~~complaint~~ petition if it deems ~~an evidentiary proceeding useful in the resolution of~~ a hearing is necessary under applicable law or to properly consider and decide the petition. The Commission shall issue a written decision and send such ~~complaint~~ decision to the petitioner. All such decisions shall be final and not subject to appeal.
- (16) The Commission may adopt an annual operating budget which shall be subject to the approval of the Tribal Council and may in accordance with said budget employ such staff from time to time as it deems necessary to fulfill its responsibilities under this Law Ordinance, and may retain legal counsel and other professionals, ~~services~~ including, but not limited to, those providing investigative services and hearing related services to assist the Commission with respect to any of the issues over which the Commission exercises jurisdiction. The expenses of the Commission in accordance with such budget shall be assessed against the Enterprise and the Enterprise shall pay such assessments to the Tribe.
- (17) The Commission shall adopt rules, regulations and/or procedures for conducting the duties and responsibilities of the Commission including but not limited to establishing rules, regulations or procedures for Commission meetings and hearings, quorum requirements and any other matter related to conducting the affairs of the Commission.

c. Actions by Chairman.

- ~~(1) The Tribal Council shall appoint the~~ Chairman of the Commission ~~who shall serve on a full-time basis. The Executive Director~~ or any other member of the Commission acting in the absence of the Chairman may, whenever ~~he deems it~~ necessary to protect the public interest in the integrity of tribal gaming operations, issue in the name of the Commission any order which the Commission has the power to issue, to the Enterprise or to any employee or contractor of the Enterprise or to any other person within the jurisdiction of the Tribe, to take any action or cease and desist from any action as may be required to protect ~~to~~ the public interest;

provided, that such order shall be subject to review by the Commission at its earliest opportunity, whereupon it may be confirmed or vacated by the Commission.

~~(2) Vice Chairman. The Vice Chairman shall, in the absence of the Chairman, have all the powers and duties of the Chairman as described herein.~~

d. Executive Director or Other Designee.

The Commission shall appoint an individual to serve as an ~~full-time~~ Executive Director or other designee of the Commission to administer its responsibilities on a day to day basis and to oversee inspectors appointed by the Commission as well as such other staff as the Commission may from time to time employ. The Executive Director's role shall be responsible for include coordination of the functions of the Commission with the state police and the State Gaming Agency. The Chairman may request the executive director to conduct a preliminary investigation and render a recommendation to the Commission with respect to the grant or denial of any license, the imposition of any penalty, the investigation of any complaint, or any other action within the jurisdiction of the Commission. The executive director shall have the power, in the name of the Commission, to conduct any hearing, investigation or inquiry, compel the production of any information or documents, and otherwise exercise the investigatory powers of the Commission, which the Commission may exercise under this Law. ~~or, in the alternative, assign the responsibilities of the Executive Director to various supervisory positions.~~

~~e. Procedures of the Commission.~~

3 M.P.T.L. ~~ch. 1~~ § 7

Section 7. License Application Forms.

a. The following notice shall be placed on the license application form for a Key employee or a Primary management official before it is filled out by an applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. §§ 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Tribal gaming regulatory authorities and by the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe or the NIGC to appropriate Federal, Tribal, State, local or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe being unable to license you for a primary management official or key employee position. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

b. The following additional notice shall be placed on the application form for a Key employee or a Primary management official before it is filled out by an applicant:

A false statement on any part of your license application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment (U.S. Code, title 18, section 1001).

- ~~(1) Regular meetings of the Commission may be held upon such notice, or without notice, and at such time and place as shall from time to time be fixed by the Commission. Unless otherwise specified by the Commission, no notice of such regular meetings shall be necessary.~~
- ~~(2) Special meetings of the Commission may be called by the chairman or the executive director. The person or persons calling the special meeting shall fix the time and place thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Commission need to be specified in the notice of the meeting.~~
- ~~(3) At any meeting of the Commission, a majority of the members then in office shall constitute a quorum for the transaction of business. The vote of a majority of the members present at a meeting at which a quorum is present shall be the act of the Commission. The chairman shall preside at all meetings of the Commission unless the Chairman designates another member to preside in his absence.~~
- ~~(4) Any action required or permitted to be taken at a meeting of the Commission may be taken without a meeting if all of the members sign written consents setting forth the action taken or to be taken, at anytime before or after the intended effective date of such action. Such consents shall be filed with the minutes of the Commission and shall have the same effect as a unanimous vote or resolution of the Commission at a legal meeting thereof. Any such action taken by unanimous written consents may, but need not be, set forth in such consents in the form of resolutions or votes.~~
- ~~(5) Members of the Commission may participate in a meeting of the Commission by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such matter by any member who does not object at the beginning of such meeting to the holding thereof in such manner shall constitute presence in person at such meeting.~~
- ~~(6) No action of the Commission to impose a penalty pursuant to Section 5 of this Law, or to revoke a license for a gaming employee previously issued by the Commission, shall be valid unless the person affected is given at least seven days notice of the proposed action and the opportunity to appear and be heard before the Commission, either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue; provided, that if the Commission deems it necessary to protect the public interest in the integrity of the gaming activities, the Commission may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person as soon as is reasonably practicable following such action. Any person who is denied an initial gaming employee license or who is barred from the gaming facilities by action of the Commission may request a hearing before the Commission by written request submitted within 30 days following receipt of notice of the action of the Commission, and the Commission shall thereupon afford an opportunity to appear and be heard before the Commission either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter~~

~~at issue and thereafter the Commission shall either affirm or reconsider its decision. Any hearing conducted under this subsection may at the direction of the Commission be conducted by the executive director or by one or more members of the Commission designated by the Commission for that purpose.~~

~~(7) The Commission may adopt such additional procedures and rules as it deems necessary or convenient to govern its affairs and which are consistent with this Law.~~

3 M.P.T.L. ~~ch. 1~~ § 8

Section 8. Background Investigations For Class II Key Employees and Class II Primary Management Officials

a. The Tribe shall perform a background investigation for each Class II Primary management official and Class II Key employee in its gaming operation. The investigation must be sufficient to allow the Commission to make an eligibility determination under this Ordinance.

b. The Commission is responsible for conducting the background investigations of Class II Primary management officials and Class II Key employees. The background investigation shall include a check of criminal history records information maintained by the Federal Bureau of Investigations.

c. The Commission, or its designee, shall request fingerprints from each Class II Primary management official and Class II Key employee. The agencies designated and authorized to take fingerprints are the Mashantucket Pequot Tribal Police Department and the Commission.

d. The Commission shall request from each Class II Primary management official and Class II Key employee all of the following information:

- (1) Full name, other names used (oral or written), social security number, birth date, place of birth, citizenship, gender and all languages (spoken and/or written);
- (2) Currently, and for the previous five (5) years; business and employment positions held, ownership interests in those businesses, business and residential addresses, and driver's license numbers;
- (3) The names and current addresses of at least three (3) personal references, including one (1) personal reference who was acquainted with the applicant during each period of residence listed under paragraph (C) (2) of this section;
- (4) Current business and residential telephone numbers, and all cell phone numbers;
- (5) A description of any existing and previous business relationships with other tribes, including any ownership interests in those businesses;
- (6) A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
- (7) The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;

- (8) For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date of disposition, if any;
- (9) For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations) within 10 years of the date of the application, the name and address of the court involved and the date of disposition, if any;
- (10) For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within 10 years of the date of the application, and is not otherwise listed pursuant to paragraphs (8) or (9) of this Section, the criminal charge, the name and address of the court involved, and the date of disposition, if any;
- (11) The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
- (12) A photograph;
- (13) Any other information the Commission deems relevant; and
- (14) Fingerprints obtained in accordance with procedures adopted by the Commission.

e. When a Class II Primary management official or Key employee is employed by the Tribe, a complete application file, containing all of the information listed in Section 8.d. of this Ordinance shall be maintained.

f. The Commission, and its investigators, shall keep confidential the identity of each person interviewed in the course of conducting a background investigation.

3 M.P.T.L. ~~ch. 1~~ § 9

Section 9. Procedures for Conducting Background Investigations

a. The Commission, or its agent, shall employ or engage an investigator to conduct a background investigation of each applicant for a Class II Primary management official or Class II Key employee position. The investigator shall:

- (1) Verify the applicant's identity through items such as a social security card, driver's license, birth certificate or passport;
- (2) Contact each personal and business reference provided in the license application, when possible;
- (3) Conduct a personal credit check;
- (4) Conduct a civil history check to review items such as (but not limited to) past or outstanding judgments, current liens, past or pending lawsuits and any other information deemed relevant;
- (5) Conduct a criminal history records check including a review of federal, state and tribal court records;
- (6) Based on the results of the criminal history records check, as well as information acquired from an applicant's self-reporting or from any other source, obtain information from the appropriate court regarding any past felony and/or misdemeanor convictions or ongoing prosecutions within the past 10 years;
- (7) Inquire into any previous or existing business relationships with the gaming industry, including with any tribes with gaming operations, by contacting the entities or tribes;

- (8) Verify the applicant's history and current status with any licensing agency by contacting the agency; and
- (9) Take other appropriate steps to verify the accuracy of the information, focusing on any problem areas noted.

3 M.P.T.L. ~~ch. 1~~ § 10

Section 10. Investigative Reports

a. The Commission, or its agent, shall create and maintain an investigative report for each background investigation of a Class II Primary management official or Class II Key employee. Investigative reports shall include all of the following information:

- (1) Steps taken in conducting the investigation;
- (2) Results obtained;
- (3) Conclusions reached; and
- (4) The basis for those conclusions

3 M.P.T.L. ~~ch. 1~~ § 11

Section 11. Eligibility Determinations

a. Before a license is issued to a Class II Primary management official or Class II Key employee, an authorized Tribal official shall make a finding concerning the eligibility of that person for receiving a gaming license by reviewing the applicant's prior activities, criminal record, if any, and reputation, habits and associations.

b. If the authorized Tribal official, in applying the standards adopted in this Ordinance, determines that licensing the person poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming, the Tribal Official shall not license that person in a Class II Key employee or Class II Primary management official position.

c. Copies of the eligibility determination shall be included with the notice of results that must be submitted to the NIGC before the licensing of a Class II Primary management official or Class II Key employee.

3 M.P.T.L. ~~ch. 1~~ § 12

Section 12. Notice of Results of Background Investigations

a. Before issuing a license to a Class II Primary management official or Class II Key employee, the Commission shall prepare a notice of results of the applicant's background investigation to submit to the NIGC.

b. The notice of results must be submitted to the NIGC no later than 60 days after the applicant begins working for the Tribe.

c. The notice of results shall include the following information:

- (1) The applicant's name, date of birth and social security number;
- (2) The date on which the applicant began, or will begin, working as a Class II Primary management official or Class II Key employee;

- (3) A summary of the information presented in the investigative report, including:
- (A) licenses that have previously been denied;
 - (B) gaming licenses that have been revoked, even if subsequently reinstated;
 - (C) every known criminal charge brought against the applicant within the last 10 years of the date of the application;
 - (D) every felony offense of which the applicant has been convicted or any ongoing prosecution; and
 - (E) copy of the eligibility determination made in accordance with Section 11 of this Ordinance.

3 M.P.T.L. ~~ch. 1~~ § 13

Section 13. Granting Gaming Licenses; Notification to NIGC

a. All Class II Primary management officials and Class II Key employees of the gaming operations who do not otherwise obtain a gaming license pursuant to the requirements of a Compact must have a gaming license issued by the Tribe. The Commission is responsible for granting and issuing such gaming licenses to Class II Primary management officials and Class II Key employees.

b. The Commission may license a Class II Primary management official or Class II Key employee applicant after submitting a notice of results of the applicant's background investigation to the NIGC.

c. The Commission shall notify the NIGC of the issuance of a license to a Class II Primary management official or Class II Key employee within 30 days of issuance.

d. The Tribe shall not employ an individual in a Class II Primary management official or Class II Key employee position who does not have a license after 90 days of beginning work at the gaming operation.

e. The Commission must reconsider a license application for a Class II Primary management official or Class II Key employee if it receives a statement of itemized objections to issuing such a license from the NIGC, and those objections are received within 30 days of the NIGC receiving a notice of results of the applicant's background investigation.

f. The Commission shall take the NIGC's objections into account when reconsidering a license application.

g. The Commission will make the final decision whether to issue a license to an applicant for a Class II Primary management official or Class II Key employee position.

3 M.P.T.L. ~~ch. 1~~ § 14

Section 14. Denying Gaming Licenses

a. The Commission shall not license a Class II Primary management official or Class II Key employee if an authorized Tribal official determines, in applying the standards in this Ordinance for making a license eligibility determination, that licensing the person:

- (1) Poses a threat to the public interest;
- (2) Poses a threat to the effective regulation of gaming; or
- (3) Creates or enhances the dangers of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming.

b. When the Commission does not issue a license to an applicant for a Class II Primary management official or Class II Key employee position, or revokes a previously issued license after reconsideration, it shall: 1. Notify the NIGC; and 2. Forward copies of its eligibility determination and notice of results of the applicant's background investigation to the NIGC for inclusion in the Indian Gaming Individuals Record System.

3 M.P.T.L. ~~ch. 1~~ § 15

Section 15. Gaming License Suspensions and Revocations

a. If, after a license is issued to a Class II Primary management official or a Class II Key employee, the Tribe receives notice from the NIGC that the Class II Primary management official or Class II Key employee is not eligible for employment, the Commission shall do the following:

- (1) Immediately suspend the license;
- (2) Provide the licensee with written notice of the suspension and proposed revocation; and
- (3) Provide the licensee with notice of a time and place for a hearing on the proposed revocation of the license.

b. A right to a hearing shall vest only upon receipt of a license granted under an ordinance approved by the Chair of the NIGC.

c. Following a revocation hearing, the Commission shall decide whether to revoke or reinstate the license at issue.

d. The Commission shall notify the NIGC of its decision to revoke or reinstate a license within 45 days of receiving notification from the NIGC that a Class II Primary management official or Class II Key employee is not eligible for employment.

3 M.P.T.L. § 16

Section 16. Records Retention

The Commission shall retain, for no less than three years from the date a Class II Primary management official or Class II Key employee is terminated from employment with the Tribe, the following documentation:

- (1) Application for licensing;
- (2) Investigative Reports; and
- (3) Eligibility Determinations.

3 M.P.T.L. ~~ch. 1~~ § ~~8~~ 17

Section 17 ~~8~~. Standards of Operation and Management

a. Games of ~~Chance~~. The initial Standards of Operation and Management for games of chance adopted in accordance with ~~Section 8(a) of the Compact Gaming Procedures~~ shall be those set forth as Appendix A of the ~~Gaming Procedures Compact~~.

b. Pari-mutuel ~~W~~wagering. The initial Standards of Operation and Management for pari-mutuel wagering adopted in accordance with ~~§~~Section 8(a) of the Compact shall be those set forth as Appendix B of the Compact.

c. Lottery ~~G~~games. The initial Standards of Operation and Management for lottery games adopted in accordance with ~~Section §9(a) of the Compact Gaming Procedures~~ shall be those set forth as Appendix C of the ~~Compact Gaming Procedures~~.

d. Class II ~~G~~games. The Commission shall adopt Standards of Operation and Management for Class II games and, pending such adoption, may direct the Enterprise to comply with such standards as the Commission may determine necessary to protect the integrity of such Class II games. The ~~S~~standards of ~~O~~peration and ~~M~~management for Class II games shall provide, at a minimum, that:

- (1) no person under the age of ~~eighteen (18)~~ shall be permitted to participate in any Class II gaming operations as an employee, contractor or player;
- (2) the Enterprise shall establish the rules of each game by which the game will be conducted and the winner or winners determined in advance of such game, and such rules shall be visibly displayed or available in ~~pamphlet written~~ form in the ~~g~~Gaming facility.

3 M.P.T.L. ~~ch. 1~~ § 918

Section 18 9. Prohibited Acts

It shall be a violation of this ~~Law Ordinance~~ for any person to:

a. Conduct or participate in any Class II or Class III gaming operation ~~on the Reservation within Indian lands~~ other than ~~through the Enterprise or such other entity established by the Tribe~~.

b. Receive, distribute, apply or divert any property, funds, proceeds or other assets of the Enterprise to the benefit of any individual or any other person except as authorized by this ~~Law Ordinance~~ and the Resolution of the Tribe establishing the Enterprise.

c. Tamper with any equipment used in the conduct of tribal gaming operations with the intent to cause any person to win or lose any wager other than in accord with the ~~publicly announced published~~ rules of such gaming operations.

d. Do any other act in connection with the conduct of the tribal gaming operations with the intent to affect the outcome of any wager other than in accord with the publicly announced rules of such gaming operations.

e. ~~To~~ participate as a player in any regular public bingo game, any lottery, any pari-mutuel wager, ~~any~~ games of chance authorized pursuant to ~~Section §4(a)(19) hereof~~ the Gaming Procedures, conducted by the Tribe, while such person is a member of the Tribal Council or ~~a D~~director ~~or~~ employee of the Enterprise. ~~Notwithstanding the preceding restriction, employees of the Enterprise, other than employees holding a State Key Gaming License or otherwise restricted by the Mashantucket Pequot Gaming Commission, may participate as a player in video facsimiles of any game of chance authorized pursuant to Section 4(a)(9) hereof.~~

3 M.P.T.L. § 19

SECTION 19. Penalties

a. Any person who violates any provision of this Ordinance, including the provisions of the Gaming Procedures incorporated herein, or any provision of a Compact may be subject to civil penalties including exclusion from employment by any tribal Gaming Enterprise, exclusion from attendance at any Tribal gaming facility, exclusion from the Tribe's Indian lands if a non-member of the Tribe, or, with respect to any person subject to the jurisdiction of the Tribe, a fine of not more than \$500.00 for each such violation. The Commission shall have the jurisdiction to impose any such penalties on any person within the jurisdiction of the Tribe.

b. No action of the Commission to impose a penalty pursuant to this section, or to revoke a license for a gaming employee previously issued by the Commission, shall be valid unless the person affected is given at least 30 (thirty) days' notice of the proposed action and the opportunity to appear and be heard before the Commission, either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue; provided, that if the Commission deems it necessary to protect the public interest in the integrity of the gaming activities, the Commission may take such action with immediate effect as it deems required, and shall thereupon provide notice and an opportunity to be heard to the affected person as soon as is reasonably practicable following such action. Any person who is denied an initial gaming employee license or who is barred from the Gaming facilities by action of the Commission may request a hearing before the Commission by written request submitted within 30 days following receipt of notice of the action of the Commission, and the Commission shall thereupon afford an opportunity to appear and be heard before the Commission either in person or through a representative or legal counsel, and to submit such evidence as the Commission deems relevant to the matter at issue and thereafter the Commission shall either affirm or reconsider its decision. Any hearing conducted under this subsection may, at the direction of the Commission, be conducted by the person so designated under Section 6(d) of this Ordinance or by one or more members of the Commission designated by the Commission for that purpose. The reference to an in person appearance may also include appearance via telephone, computer or other electronic aids at the sole discretion of the Commission.

~~3 M.P.T.L. ch. 1 § 10~~

~~§ 10. Prior Laws Repealed~~

~~The Mashantucket Pequot Bingo Control law is hereby repealed; provided, however, that the Mashantucket Pequot Bingo Control Commission, the Tribal Bingo Operation and the general manager of the Tribal Bingo Operation shall continue to exercise their respective powers and carry out their respective functions and duties under the former Bingo Control Law until the Commission determines and notifies each of them, respectively, and the Tribal Council, that the Commission or the Enterprise, as the case may be, has organized and is prepared to assume its responsibilities under this Law.~~

Historical and Statutory Notes

Derivation.

Effective February 25, 1991 - TCR022591-03 enacted the "Mashantucket Pequot Tribal Gaming Ordinance" pursuant to the federal Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. In addition, the Mashantucket Pequot Bingo Control Ordinance was repealed.

Amendments.

Effective July 24, 2014, TCR072414-06 of 09 amends TCR062614-05 of 06 to permit only certain Employees of the Enterprise to engage only in Video Facsimile Gaming.
Effective June 26, 2014, TCR062614-05 of 06 to permit Employees of the Enterprise to participate in all gaming.

Effective December 31, 2019, TCRES102419-02 of 02 amends Title 3. Gaming Law of the Mashantucket Pequot Tribal Laws.

Effective August 5, 2021, TCR08052021-02 of 02 amends Title 3. "Mashantucket Pequot Tribal Gaming Ordinance"

TCR081519-01 of 01 amends 4 M.P.T.L. ch. 1.
Amendments are indicated in red.

TITLE 4. TORT CLAIMS (GAMING ENTERPRISE)

CHAPTER 1.

4 M.P.T.L. ch. 1 § 1

§ 1. Definitions

Unless otherwise required by the context, the following words and phrases shall be defined as follows:

a. "Mashantucket Pequot Gaming Enterprise" or "Gaming Enterprise" means the arm of the tribal government established by the Mashantucket Pequot Tribal Council to conduct the gaming operations of the Tribe, and includes its officers, agents, servants and employees.

b. "Gaming Enterprise Site" means the building or buildings in which Foxwoods Resort Casino is situated, and all parking areas and access roads appurtenant thereto and located on the Reservation of the Tribe.

c. "Claim" means a petition for an award under this Law. A claim may be filed with respect to any injury as defined in this Title.

d. "Person" means any individual, firm, partnership, corporation, limited liability company, association, or any other legal entity.

e. "Dangerous Condition" means a physical aspect of a facility or the use thereof which constitutes an unreasonable risk to human health or safety, which is known to exist or which in the exercise of reasonable care should have been known to exist and which condition is proximately caused by the negligent acts or omissions of the Gaming Enterprise in constructing or maintaining such facility. For the purposes of this subsection, a dangerous condition should have been known to exist if it is established that the condition had existed for such a period of time and was of such a nature that, in the exercise of reasonable care, such condition and its dangerous character should have been discovered. A dangerous condition shall not exist solely because the design of any facility is inadequate or due to the mere existence of wind, water, ice or temperature by itself, or by the mere existence of a natural physical condition **or a mode of operation**. Nothing in this Section shall preclude an accumulation of water, snow, or ice from being found to constitute a dangerous condition when the Gaming Enterprise fails to use existing means available to it for the removal of such accumulation and when the Gaming Enterprise had notice of such accumulation and reasonable time to act.

f. "Injury" means death, harm to a person, or damage to or loss of property which if inflicted by another constitutes a tort under tribal law.

g. "Actual Damages" means the ascertainable loss of money or property sustained as a result of an injury **without** after any reduction for **Ce**ollateral sources.

h. "Collateral sources" means any payments made to the claimant, or on his behalf, by or pursuant to:

- (1) Any health, disability, medical or sickness insurance, automobile accident insurance that provides medical benefits, and any other similar insurance benefits, except life insurance benefits, available to the claimant, whether purchased by him or by others on his behalf; or
- (2) any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the costs of hospital, medical, dental or other health care services;
- (3) any voluntary or involuntary credit, adjustment or write-off applied to charges by any healthcare provider. The collateral source deduction from actual damages shall not be reduced in any way by the cost of health insurance premiums or other cost of procurement of the collateral source benefit, except for cost paid by the claimant or the claimant's immediate family on his behalf. For purposes of this law, collateral source deduction from actual damages shall not include any amount or portion of the amount for which there is a valid right of subrogation or a valid lien.

4 M.P.T.L. ch. 1 § 2

§ 2. Effective Date of Amendments

a. The amendments to this Law made pursuant to TCR101200-03 of 07 shall be applicable to claims accruing after the enactment date of the Resolution.

b. The amendments to this Law made pursuant to TCR122702-02 of 02 shall be applicable to claims pending and accruing as of the enactment date of the Resolution.

c. The amendments to this law pursuant to TCR052907-06 of 09 shall be applicable to claims accruing after May 29, 2007, the date the of enactment of TCR052907-06 of 09.

d. The amendments to this law, pursuant to TCR081519-01 shall be applicable to pending claims and claims accruing on or after the enactment date of the Resolution.

4 M.P.T.L. ch. 1 § 3

§ 3. Jurisdiction over Tort Claims and Waiver of Sovereign Immunity from Suit

a. The tribal court shall have jurisdiction over tort claims against the Gaming Enterprise or arising at the Gaming Enterprise Site.

b. The Tribe hereby waives the sovereign immunity from suit of the Gaming Enterprise for actions in the tribal court founded upon a tort of the Gaming Enterprise. Nothing herein shall be construed as a waiver of the sovereign immunity from suit of the Tribe or the Gaming Enterprise in state or federal court or in any action before any state or federal agency or in any other forum or context.

c. Members of the Tribal Council remain immune from suit for actions taken within the scope of their duties and responsibilities as members of the Tribal Council.

§ 4. Awards

In any judgment under this Law against the Gaming Enterprise, the court may award damages as hereinafter provided:

- a. The court may enter an award for actual damages.
- b. For any injury resulting in death, the Court may enter an award for actual damages, but in no event shall the award be less than \$100,000.
- c. In addition to an award for actual damages, the court may enter an award for any injury resulting in permanent significant disfigurement or permanent significant scar of the face, head, or neck, or, on any other area of the body only if the resulting permanent significant disfigurement or permanent significant scar handicaps the claimant in obtaining or continuing to work. In determining an appropriate damage award for a permanent significant disfigurement or permanent significant scar, the court shall calculate such an award pursuant to 13 M.P.T.L. ch. 4 Sections 12(c) and 12(d); except that when the claimant is not employed, the court shall use the rate of \$200 per week, without deduction.
- d. In addition to an award for actual damages, the court may enter an award for
 - (1) pain and suffering or mental anguish in an amount which shall not exceed 200% of the actual damages sustained.
 - (2) for purposes of calculating pain and suffering or mental anguish, actual damages shall, ~~include the reasonable value of expenses or losses incurred notwithstanding offsets resulting from adjustments or write offs based on contractual relationships or other arrangements between third party payers, including but not limited to Medicare or private insurance carriers~~ not be reduced by collateral sources, provided such collateral sources include the reasonable value of expenses or losses incurred.
- e. No other award or judgment shall enter under this Law, including:
 - (1) no award based upon a rule of law imposing absolute or strict liability;
 - (2) no award for punitive or exemplary damages;
 - (3) no award based upon a claim of loss of consortium; and
 - (4) no judgment for declaratory or injunctive relief against the Gaming Enterprise.
 - (5) in causes of action based on negligence, contributory negligence shall not bar recovery in an action by any person or the person's legal representative to recover damages resulting from personal injury, wrongful death or damage to property if the negligence was less than or equal to the combined negligence of the person or persons against whom recovery is sought. Any award for damages to a person shall be reduced in proportion to the person's contributory negligence.

However, the person shall recover nothing if claimant's contributory negligence is determined to be greater than fifty (50) percent.

f. In causes of action based on personal injuries resulting from the negligence of a healthcare provider no award or judgment shall exceed Five Million (\$5,000,000.00) Dollars. A "healthcare provider" is defined as any physician, dentist, pharmacist, nurse, physical therapist, clinical psychologist, clinical social worker, professional counselor or emergency medical care attendant or technician, and includes any individuals who provide substantially similar services to those provided by the individuals described above. Healthcare providers shall include anyone who assists any of the above individuals in providing the services and any employer, facility or institution either employing said individuals or engaging them as consultants, independent contractors or otherwise. The limit provided for herein shall be the maximum aggregate recovery for any injury resulting from negligence of a healthcare provider. In the event there are multiple defendants, the total judgment against all defendants combined shall not exceed the maximum provided. Nothing in this Section 4(f) shall alter the method of calculating damages as provided otherwise in this Section 4 subject to the maximum award provided herein.

g. Upon determination of liability and damages, if any, the court shall conduct a timely hearing to determine if there are any collateral sources as defined in 4 M.P.T.L. ch. 1 § 1. At the hearing, and before judgment enters, the court shall receive evidence from the parties and/or any other appropriate person concerning the amount of collateral sources which have been paid for the benefit of the claimant as of the date of the hearing. The court shall also receive evidence from the parties and/or any other appropriate person concerning any amount which has been paid by claimant or an immediate family member of claimant to secure any related collateral source benefit. Upon such determinations, the Court shall reduce the actual damages award accordingly.

4 M.P.T.L. ch. 1 § 5

§ 5. Limitation on Presentation of Claim

a. Any action under this Law must be filed within one year from the date the claim accrued. Claims brought under this Law shall be deemed to accrue on the date when the injury is sustained.

b. The defendant must present the issue of failure to file a claim as stated in Section 5(a) to the Court as an affirmative defense. Such defense shall not be considered jurisdictional in nature.

4 M.P.T.L. ch. 1 § 6

§ 6. Attachment Prohibition

Neither execution nor attachment shall issue against the Gaming Enterprise or the Tribe in any claim for injury or proceedings initiated under this Law.

4 M.P.T.L. ch. 1 § 7

§ 7. Miscellaneous

a. This Law shall govern all tort claims against the Mashantucket Pequot Gaming Enterprise or arising at the Gaming Enterprise Site. When interpreting this law, the court shall follow tribal law and precedent and may be guided by the common law of other jurisdictions.

b. All actions brought under this Law shall be tried to the court and not to a jury. No costs shall be taxed against the Gaming Enterprise.

c. When it is alleged that the liability of the Gaming Enterprise is based upon the action of an officer, agent, servant, or employee of the Gaming Enterprise acting within the scope of his or her employment there shall be no separate cause of action against said officer, agent, servant or employee, and nothing in this law shall be construed to waive the sovereign immunity of the Tribe or the Gaming Enterprise to the extent that it extends to such an individual.

d. Recovery of collateral source benefits prohibited.

Unless otherwise provided by applicable law, there shall be no cause of action by an insurer or any other person or entity providing collateral source benefits as defined in 4 M.P.T.L. ch.1 § 1 to recover the amount of any such benefits from the defendant as a result of any action for damages for personal injury or wrongful death.

LEGISLATIVE HISTORY REVISIONS TO TITLE 4 TORT CLAIMS (GAMING ENTERPRISE)

4 M.P.T.L. Leg. History

A. Background

Title 4 of the Mashantucket Pequot Tribal Laws was originally enacted in 1992 as TCR011092-01, called the "Sovereign Immunity Waiver Ordinance." In adopting that Resolution, the Tribal Council provided "reasonable procedures for the disposition of tort claims arising from alleged injuries to patrons of its gaming facilities," as required by the Mashantucket Pequot Gaming Procedures, 56 Fed. Reg. 24996 (May 31, 1991). Since 1992, tort claims against the Gaming Enterprise have been resolved pursuant to this Law. In addition, the Gaming Enterprise has grown and the Tribal Council has enacted several other laws. In its continuous review of tribal laws and in an effort to respond to the needs of the community and address issues or ambiguities that have arisen, the Judicial Committee conducted an extensive review of the tort claims law and recommended changes to the Tribal Council.

The following is a summary of the amendments to Title 4. Tort Claims (Gaming Enterprise) and the intent of the Tribal Council in adopting these amendments.

B. Summary of Amendments

1. Jurisdiction and Waiver of Sovereign Immunity from Suit

Waiver of Sovereign Immunity From Suit.

Prior to the amendments, Title 4 contained a waiver of sovereign immunity that allowed suits against the Gaming Enterprise, an arm of the tribal government, for three specific types of tort claims:

1. injuries proximately caused by the negligent acts or omissions of the Gaming Enterprise (including its employees);
2. injuries proximately caused by the negligent acts or omissions of tribal security officers; and
3. injuries proximately caused by the dangerous condition of the property at the Gaming Enterprise (dangerous condition being defined in the law).

The amendment to this Section aligns the waiver of sovereign immunity with the waiver in Title 12, Section 2(a), for actions "founded upon a tort." Thus, the waiver no longer is limited to claims based upon negligence. This waiver is

intended to include intentional torts, but would not include so called "constitutional" torts or statutory torts. A "constitutional" tort depends upon rights guaranteed by either the U.S. Constitution or the various state constitutions. Facially, these claims would not be applicable to the Gaming Enterprise or the Tribe, since neither the U.S. Constitution nor state constitutions are applicable to the Tribe, as a sovereign predating the state and federal governments. The Tribe's Constitution does not provide for or address individual rights vis-à-vis the tribal government and, therefore, could not form the basis of the typical constitutional tort.

Nor does this waiver encompass any type of analogous claim based upon the rights recognized in the Indian Civil Rights Act, which contains similar, although not identical, restraints against tribal governmental actions regarding the civil rights of individuals. The Tribal Council intends to provide separately for claims based upon alleged violations of civil rights and thus, such claims are not within the purview of the waiver of immunity contained in this Law.

All references to or reliance upon the law of the state of Connecticut have been deleted with the intent of clarifying that the tribal court is not bound by state law in any respect. The waiver of immunity does not extend to any type of "statutory" torts defined by any other jurisdiction.

2. Jurisdiction

The amendments clarify that the tribal court has jurisdiction over tort action against the Gaming Enterprise and arising at the Gaming Enterprise site that may not involve the Gaming Enterprise as a party (i.e., private party actions).

3. Damage Awards

Prior to the amendments, Title 4 limited damage awards in several ways. In reviewing the tribal law and its implementation over the past nine years, the Council has amended the law to change some of the limitations on damages. The amendments include the following:

a. Increase awards for pain and suffering. The tribal court system has been limited in its authority to render awards for pain and suffering, in comparison to other judicial systems. Plaintiffs' attorneys generally have been critical of this limitation and the judiciary has expressed some concern in not being able to award greater damages in some cases. The tribal court system also has been complimented by those who favor tort reform and believe there should be some limits placed upon excessive awards. In addition, the claims handling and adjudication processes in the Tribal system, in large part, have worked well in resolving and paying claims quickly and without the delays found in other systems. The amendments increase the cap on damages for pain and suffering from 50% of actual damages to 100% of actual damages.

b. Minimum award in injuries resulting in death. Although there has never been a claim brought against the Gaming Enterprise involving a death, the present system may not be able to adequately compensate the family or survivors in the event of a death proximately caused by the Gaming Enterprise. The law has been amended to provide for a minimum recovery of \$100,000 in wrongful death cases which will address the potentially inadequate recovery that might result in some cases where the actual damages are negligible. In addition to the minimum award for actual damages, a litigant could seek an award for pain and suffering not to exceed a total of 100% of the actual award.

c. Damages for permanent disfigurement or scarring. Another change to the present system is to provide relief to an injured person when a plaintiff has

a permanent significant disfigurement or scar on the face, neck or head, or if on any other area of the body when the person can demonstrate that it handicaps the person in obtaining or continuing to work. The amendment allows a plaintiff in this instance to receive an additional award for such disfigurement or scarring, and directs the court to calculate this award in accordance with the Tribe's Workers' Compensation Code approach, which ties the award to average weekly salary for a limited number of weeks.

d. Elimination of language which limits awards to extent covered by insurance. The amendments eliminate language limiting claims against the Gaming Enterprise to only those covered by insurance. Previously, the definitions of "Injury" and "Actual Damages" included language defining them as having to be "expressly covered by the liability insurance of the Gaming Enterprise without regard to any deductible amount contained in the insurance policy." The Gaming Enterprise has extensive insurance coverage and this particular provision has not been used to deny liability.

e. Limitation on awards as to claims against the Gaming Enterprise. The limitations on damages concern claims against the sovereign only, and do not limit awards in claims between private individuals.

4. Private Party Actions

Prior to the amendments, Title 4 did not directly address claims between private parties and to which the Gaming Enterprise was not a party. The amendments clarify that the tribal court has jurisdiction over both tort claims against the Gaming Enterprise, as well as tort claims arising on the Gaming Enterprise site. This change allows individuals to proceed in tribal court for injuries occurring at the Gaming Enterprise. In addition, this provision is intended to provide the tribal court with jurisdiction in cases where both the Gaming Enterprise and a non-tribal entity are parties and to avoid separate actions in different forums: one in tribal court against the Gaming Enterprise and one in state court against the non-tribal entity or individual.

5. Statute of Limitations

Prior to the amendments, all claims and notices of claims had to be filed within 180 days from the date the injury is sustained. The amendment lengthens the time for bringing the claim in tribal court to one year from the date of injury, while maintaining a requirement that the claimant file a notice of claim with the tribal court within 180 days of the date of the injury. This procedure is consistent with Title 12 governing tort claims against the Tribe and other tribal divisions or enterprises.

6. Other Changes/Deletions

The amendments also remove certain provisions of the original laws: the Section addressing Volunteers (Section 6); employee actions outside the scope of employment (Section 7); potential reimbursement to the Gaming Enterprise if it is determined that an employee acted in a willful and wanton manner or otherwise outside the scope of employment (Section 8); referral of matters under \$10,000 to the office of the magistrate (Section 10(d)); application of the laws of the state of Connecticut (Section 12); provision making Sections severable (Section 14); and construction provisions (Sections 15(a), 15(b), 15(c)).

These Sections have been deleted because they have not been used or are no longer relevant to the tort law in the tribal court. For instance, the office of the magistrate has never been used for the disposition of claims and referral to such an office is not possible. The reference to state law has been deleted because the tribal court and tribal law continue to develop and there is no

need to direct the court to follow state law as tribal law. The amendments are effective for any claim accruing after the enactment of the amendments and shall not be applicable to either pending claims or those accruing prior to the adoption of the amendments. In addition, because of the substantial and significant changes to the tort law, and for ease of codification, the amendments will wholly replace the current law.

The Mashantucket Pequot Tribe finds that there is no resource more vital to its continued existence and integrity than its children. The Tribe recognizes that extended family relations are essential components of the tribal community. The Tribe hereby declares that it is the policy of this Nation to protect the health and welfare of children and families within the Mashantucket Pequot community, to promote the security of community, and to preserve the unity of the family by enhancing the parental capacity for good child care and development and providing a continuum of services for children and families with an emphasis, whenever possible, on prevention, early intervention, and

Historical and Statutory Notes

Derivation.

Effective January 10, 1992, TCR011092-01 enacted 4 M.P.T.L., originally called "Sovereign Immunity Waiver Ordinance"

Amendments.

Effective March 14, 2013, TCR031413-02 of 12 amended ch. 1 §4 by adding subsection (f) which imposes a limitation on damages for medical malpractice actions.

Effective August 15, 2019, TCR081519-01 of 01 amended 4 M.P.T.L., to address mode of operation and collateral sources.

TCR051216-02 of 05 amends 5 M.P.T.L.ch. 8 § 1.
Amendments to this law indicated in red.

TITLE 5. CHILD WELFARE

CHAPTER 8. WORKING WITH INDIAN CHILDREN

5 M.P.T.L. ch. 8 § 1

§ 1. Minimum Standards to Work with Indian Children

a. In accordance with 25 U.S.C. § 3207, the Tribe shall compile and maintain a list of all positions which involve regular contact with, or control over, Indian Children and hereby establishes, in subsection (b), character standards that these individuals shall meet.

- i. A representative designated by the Human Resources Department shall compile and maintain the list of all positions covered by this Chapter. ~~The Human Resources Department will share this list with the Procurement Department.~~
- ii. The Mashantucket ~~Pequot~~ Police Department shall fingerprint and perform a criminal, CT Department of Children and Family Services, and RI Department of Children, Youth and Family Services background investigation of each individual who is employed, is being considered for employment, ~~or is volunteering, or is a contractor or vendor~~ in a position identified pursuant to subsection (a) (i) of this Section.

b. An individual ~~employed, being considered for employment, or volunteering in any position included on the list compiled pursuant to subsection (a)~~ who has been found guilty of, or entered a plea of no contest, or ~~entered a plea of guilty to:~~ ~~a(i) any felony within two (2) years;~~ ~~or~~ (ii) a felony involving crimes of violence; (iii) two or more misdemeanors involving crimes of violence; (iv) sexual assault, sexual molestation, sexual exploitation, illegal sexual contact, or prostitution; (v) crimes against persons; or (vi) offenses committed against Children shall be disqualified from holding ~~any that~~ position designated by the Human Resources Department under Section 1(a) (i) as a position which involves regular contact with, or control over, Indian Children.

Historical Notes

Derivation.

Effective June 13, 1995 TCR061395-05 enacted the "Child Protection and Family Preservation Ordinance"

Amendments.

Effective August 31, 2005 TCR083105-02 amends 5 M.P.T.L. by adding Chapter 7. Adoptions. Effective October 30, 2014 TCR103014-09 of 09 amended 5 M.P.T.L. to account for the government reorganization, affirmatively state that the Tribal Court may assert jurisdiction over Tribal Children living off-Reservation, and update the character standards

~~Effective May 12, 2016 TCR051216-02 of 05 amended 5 M.P.T.L. Ch.8 § 1 to clarify that character standards and requisite background checks apply to contractors and vendors who have regular contact with, or control over, Indian Children.~~

TCR092216-03 amended 6 M.P.T.L. by making various changes throughout.
This replaces Title 6 in its entirety.

TITLE 6. FAMILY RELATIONS

CHAPTER 1. PURPOSE AND DEFINITION

6 M.P.T.L. ch. 1 § 1

§ 1. Purpose and Definitions

a. The Mashantucket Pequot Tribe finds that the Tribe's interest over family relations is an integral part of tribal self-government and the Tribe's history and culture, that it is exceedingly important to the Tribe to support the preservation of families, that families thrive when they receive appropriate emotional and financial support, and that the lives of children and families improve by strengthening parental responsibility for family and child support. The Tribe encourages the development of tribal law and policies and procedures that protect and preserve the continuity of family and promote a uniform, efficient and equitable recognition and implementation of these responsibilities.

b. Unless otherwise stated or required by the context, the words and phrases used in this Law shall have the same meaning of words and phrases as defined in the Child Welfare Law, 5 M.P.T.L. ch. 1.

6 M.P.T.L. ch. 1 § 2

§ 2. Jurisdiction over Family Relations

a. In addition to the jurisdiction of the family court authorized in the Child Welfare Law, 5 M.P.T.L. ch. 1, the family court shall have jurisdiction over all family relations matters affecting or involving a Tribal Member and: dissolution or annulment of a marriage; support; custody of a minor Child regardless of whether the parents are married or whether the minor Child resides or is domiciled on the Mashantucket Pequot Reservation; appointment and removal of guardians; all rights and remedies for establishing paternity; termination of parental rights; and all other matters within the jurisdiction of the tribal court concerning Children or family relations.

b. The family court shall have the authority to issue all orders necessary to ensure the welfare and safety of Children and families within the jurisdiction of the Tribe, including the issuance of subpoenas and orders of restriction, the imposition of fines and sanctions for contempt, and such other orders as may be appropriate.

c. The family court shall, pursuant to 28 U.S.C. § 1738B, recognize and enforce child support orders and may, under the principle of comity, recognize and enforce public records and other judicial decrees applicable to family relation matters of any court of competent jurisdiction as provided by this Law.

d. For the purposes of any investigation or pre-trial conference, the family court judge may employ the services of court personnel, or request participation from the Mashantucket Pequot Child Protection Services, as well as the Tribe's medical and public health staff, as the Court deems necessary. Such family relations personnel shall also be available to assist in any probate matter.

e. In any family relations matter, the judge may retain jurisdiction thereof until its final disposition, as the court deems necessary.

6 M.P.T.L. ch. 1 § 3

§ 3. Investigations

a. In any pending family relations matter, the judge may cause an investigation to be made with respect to any circumstance of the matter which may be helpful, material or relevant to the proper disposition of the case. Such investigation may include an examination of the parentage of any Child, the Child's age, habits and history, inquiry into the home conditions, habits and character of the Child's parents or guardians, and an evaluation of the Child's mental or physical condition.

b. In any action for dissolution of a marriage, such investigation may include an examination into the age, habits, family history of the parties, and the financial ability of the parties to furnish support to either the spouse or any dependent child.

c. Whenever an investigation has been ordered, the case shall not be disposed of until the report has been filed as hereinafter provided and counsel and the parties have had a reasonable opportunity to examine it prior to the time the case is to be heard. Any report of an investigation shall be filed with the court clerk and mailed to all counsel of record.

6 M.P.T.L. ch. 1 § 4

§ 4. Records and Hearing

The court shall, upon the request of either party or counsel for any minor Child, or if the judge presiding over the case determines that the welfare of any Children involved or the nature of the case so requires, direct the hearing of any matter under this Law to be heard in chambers or in court from which the public and press have been excluded. The records and papers in any family relations matter shall be kept confidential and not open to inspection, except upon order of the court for good cause.

CHAPTER 2. RESTRAINING ORDERS

6 M.P.T.L. ch. 2 § 1

§ 1. Relief from Abuse by Family or Household Member

a. Any Family or Household Member who has been subjected to a threat of physical injury, stalking, or other abuse by another Family or Household Member may make an application to the tribal court for relief under this Section.

b. "Family or Household Member" means (A) spouses, former spouses; (B) parents and their children; (C) persons eighteen years of age or older related by blood or marriage; (D) persons sixteen years of age or older other than those persons in subparagraph (C) presently residing together or who have resided together; (E) persons who have a child in common regardless of whether they are or have

been married or have lived together at any time; and (F) persons in, or have recently been in, a dating relationship.

6 M.P.T.L. ch. 2 § 2

§ 2. Court Orders, Duration

a. An application filed pursuant to § 1(a) shall be accompanied by an affidavit made under oath which includes a brief statement of the conditions from which relief is sought. If an applicant alleges an immediate and present physical danger to the applicant, the court may issue an Ex Parte Order granting such relief as it deems appropriate and schedule a hearing within the next five (5) calendar days. Otherwise, upon receipt of the application, the court shall order that a hearing on the application be held not later than ten (10) calendar days from the date of the order.

b. If the applicant requests a postponement of a hearing on the application for a restraining order and the court grants it, any Ex Parte Order shall not be continued except upon agreement of the parties or by order of the court for good cause shown.

c. In its discretion, the court may make such orders as it deems appropriate and necessary for the protection of the applicant and such dependent children or other persons as the court deems necessary. Such orders may include temporary child custody or visitation rights and such relief may include, but is not limited to, an order restraining the respondent from:

- (1) imposing any restraint upon the person or liberty of the applicant;
- (2) threatening, harassing, assaulting, molesting, or attacking the applicant; or
- (3) entering the family home or the home of the applicant.

d. Every order of the court made in accordance with this Section shall contain the following language: "Violation of this order constitutes a criminal offense punishable to the full extent of the law."

e. Upon the granting of an Ex Parte Order the court shall provide two certified copies of the order to the applicant. Upon the granting of an order after notice and hearing the court shall provide two certified copies of the order to the applicant and a copy to the respondent. The court shall send a certified copy of all restraining orders to the appropriate law enforcement agency within forty-eight (48) hours of its issuance.

6 M.P.T.L. ch. 2 § 3

§ 3. Extension of an Order

No order of the court shall exceed ninety (90) days except that an order may be extended by the court, upon the motion of the applicant, for additional time as the court deems necessary.

6 M.P.T.L. ch. 2 § 4

§ 4. Service

a. If the respondent resides or works on the Mashantucket Pequot Reservation, the tribal police shall serve notice of the hearing, a copy of the application, and any Ex Parte Order issued on the respondent not less than five (5) business days before the hearing.

b. If the respondent does not work or reside on the Mashantucket Pequot Reservation, the applicant shall cause such notice to be served on the respondent not less than five (5) business days before the hearing.

c. If the respondent has not appeared upon the initial application, service of a motion to extend an order may be made by certified or registered mail directed to the respondent at his or her last known address.

6 M.P.T.L. ch. 2 § 5

§ 5. Contempt and Violation

a. When a motion for contempt is filed for violation of a restraining order there shall be an expedited hearing. Such hearings shall be held within two (2) business days of service of the motion on the respondent, provided service on the respondent is made not less than twenty-four (24) hours before the hearing.

b. If the court finds the respondent in violation of an order, the court may impose such sanctions as the court deems appropriate.

c. An action under this Section shall not preclude the applicant from seeking any other civil or criminal relief.

CHAPTER 3. MARRIAGES

6 M.P.T.L. ch. 3 § 1

§ 1. Governing Law

Upon enactment of this law or any amendment thereto, the provisions herein shall govern all matters relating to the performance of marriages on the Mashantucket Pequot Reservation.

6 M.P.T.L. ch. 3 § 2

§ 2. Authority to Perform Marriages

a. Persons Authorized to Perform Marriages. Mashantucket Pequot Tribal officials authorized to join persons in marriage include Tribal Council Members, the Chair or Vice Chair of the Elders Council, and other officiators who are certified by the Tribal Clerk as having the authority to perform marriages on the Mashantucket Pequot Reservation pursuant to this Law.

b. Qualifications of Officiators. Persons authorized to perform marriages, other than Tribal officials, shall meet the following qualifications:

- (1) if a Mashantucket Pequot Tribal member, be in good standing with the Tribe, and ordained or licensed and in good standing with his or her religious affiliation, which affiliation is recognized by a state, tribe

or other jurisdiction within the United States, or licensed to perform marriages under the laws of a state, tribe or other jurisdiction within the United States.

- (2) if not a Mashantucket Pequot Tribal member, be ordained or licensed and in good standing with his or her religious affiliation, which affiliation is recognized by a state, tribe or other jurisdiction within the United States, or licensed to perform marriages under the laws of a state, tribe or other jurisdiction within the United States.
- (3) if an official from a federally-recognized Indian tribe, other than the Mashantucket Pequot Tribal Nation, the person must be authorized to perform marriages under the laws of a federally-recognized Indian tribe.

c. Application. Qualified officiators, other than Mashantucket Pequot Tribal officials under Section 2(a) of this Chapter, seeking authority to perform marriages on the Mashantucket Pequot Reservation shall file an application with the Tribal Clerk and certify his or her familiarity with the Tribal Law, in particular, 6 M.P.T.L. ch. 3, and shall submit such application and a seventy-five dollar (\$75.00) application fee to the Tribal Clerk. Officiators shall update any changes to their personal information, or information regarding his or her good standing with his or her religious affiliation or jurisdiction of licensure with the Tribal Clerk within thirty (30) calendar days of the change or five (5) calendar days prior to performing a marriage on the Reservation, whichever occurs sooner.

d. Certification Procedure.

- (1) Upon review and determination that the qualifications have been satisfied and the application is in order, the Tribal Clerk shall certify the application and administer the Oath of office to the Officiator.
- (2) Each Officiator, after taking the Oath, shall furnish his or her signature to the Tribal Clerk upon a certificate prescribed and provided by the Tribal Clerk, provided that failure to take the Oath or to furnish a signature to the Tribal Clerk shall disqualify such person from performing marriages on the Mashantucket Pequot Reservation.
- (3) The Tribal Clerk shall keep a record of the names of Officiators having been certified as having the authority to perform marriages pursuant to this Law.
- (4) The Tribal Clerk shall transmit a copy of the certificate to the Officiator.
- (5) The certificate shall be sufficient evidence that the Officiator is duly authorized to perform marriages on the Mashantucket Pequot Reservation and Officiators shall cause the certificate to be displayed to any person who seeks his or her service to marry.
- (6) Such certification shall be valid for a period of three (3) years, at which time the Officiator may renew his or her certification providing that he or she remains in good standing with the Tribe and with his or

her religious affiliation or the jurisdiction in which he or she is licensed.

e. Authority of Tribal Officials and Officiators.

- (1) Tribal Officials and Officiators may perform marriages on the Mashantucket Pequot Reservation provided that persons being married have obtained a tribal marriage license pursuant to this Law.
- (2) Tribal Officials and Officiators may accept a modest gift or remuneration for their services, but shall not perform such services for profit or commercial purposes.

6 M.P.T.L. ch. 3 § 3

§ 3. Marriage License Required

a. Two persons may be joined in marriage on the Mashantucket Pequot Reservation provided that:

- (1) both applicants have attained the age of 18 years;
- (2) both applicants have complied with the license requirements of this law;
- (3) neither applicant is married;
- (4) the marriage is performed by an authorized Tribal Official or Officiator pursuant to tribal law;
- (5) the marriage is not between a person and such person's parent, grandparent, child, grandchild, sibling, parent's sibling, sibling's child, stepparent, or stepchild; and
- (6) neither applicant is under the supervision or control of a conservator or, if under said supervision and control, the conservator provides written consent to such marriage.

6 M.P.T.L. ch. 3 § 4

§ 4. Requirements for Issuance of Marriage License

a. The Tribal Clerk shall issue a marriage license when both applicants have appeared before the Clerk, applied for a license, and provided the requisite information as provided in this Law. The application shall be dated, signed and sworn to, or affirmed by, each applicant. In the event that the applicants submit applications separately, the first dated application shall be deemed the date of the application and the license shall be valid for sixty-five(65) calendar days from the date of application.

b. The application shall state each applicant' name, age, tribal affiliation (if any), address, birth place, marital status (including whether divorced, annulled or widowed and proof of that status), conservatorship or guardianship status, if any; and both applicants shall submit proof of identification as required by the Tribal Clerk. Any person who intentionally provides false information may be subject to the full penalties provided by Tribal law.

c. Marriage license applications and copies of the marriage license shall be filed with the Tribal Clerk as part of the official records of the Tribe, and a duplicate original marriage license shall be given to the married parties. Certified copies of a marriage license may be obtained from the Tribal Clerk for a fee as established in 41 M.P.T.L. ch. 2 § 5(b). The Tribal Clerk may also charge a reasonable fee for certified copies of any other records held by the Tribal Clerk; provided that the Tribal Clerk shall publish a schedule for any such fees charged.

6 M.P.T.L. ch. 3 § 5

§ 5. Marriage Certificate

The person who joins any persons in marriage shall certify upon the marriage license certificate the fact, time and place of the marriage, and return it to the Tribal Clerk for filing within ten (10) business days of the marriage ceremony.

6 M.P.T.L. ch. 3 § 6

§ 6. Recognition of Marriages Performed off the Reservation

All marriages celebrated off of the Mashantucket Pequot Reservation shall be recognized as valid pursuant to Tribal law, provided the marriage was legal in the jurisdiction where celebrated and consistent with Tribal customs and policy.

6 M.P.T.L. ch. 3 § 7

§ 7. Validation of Marriages Performed

All marriages performed on the Mashantucket Pequot Reservation prior to June 1, 2002, pursuant to a state marriage license, are hereby recognized as valid pursuant to Tribal law.

CHAPTER 4. DISSOLUTION OF MARRIAGE AND ANNULMENT

6 M.P.T.L. ch. 4 § 1

§ 1. Jurisdiction

a. The tribal court shall have jurisdiction over all complaints seeking a decree of dissolution of marriage or annulment, provided that at least one party to the action is a member of the Tribe.

b. Whenever the requirements of subsection (a) are met and one (1) party to the action resides out of, or is absent from, the Mashantucket Pequot Reservation, or that person's whereabouts are not known, the judge may issue an order requiring notice to that party, as he deems reasonable. After the notice has been given and proved to the court, the court may hear the complaint if it finds that the absent party has received actual notice that the complaint is pending. If it appears that the absent party has not received or has refused to accept such notice, the court may hear the case, provided that, if it finds cause, the court may order such further notice to be given as it deems reasonable and continue the complaint until the order is complied with.

6 M.P.T.L. ch. 4 § 2

§ 2. Grounds for Dissolution of Marriage or Annulment

a. A marriage is dissolved only by the death of one of the parties or by a decree of dissolution of marriage. A decree of dissolution of marriage shall be granted upon a finding that the marriage has broken down irretrievably.

b. An annulment shall be granted if the marriage is void or voidable under the laws of the Tribe or of the state in which the marriage was performed.

6 M.P.T.L. ch. 4 § 3

§ 3. Service and Filing of Complaint

A proceeding for dissolution of marriage or annulment shall be commenced by the filing and service of a complaint in the tribal court.

6 M.P.T.L. ch. 4 § 4

§ 4. Private Hearing

When necessitated by the interests of justice and the persons involved, the court shall, upon its own motion or a motion of either party or of counsel for any minor Child, direct the hearing of any matter under this part to be private, and thereupon shall exclude all persons except the officers of the court, the court reporter, their witnesses, and counsel.

6 M.P.T.L. ch. 4 § 5

§ 5. Stipulation of Parties and Finding of Irretrievable Breakdown

a. In any action for dissolution of marriage, the court shall make a finding that a marriage breakdown has occurred where the parties, and not their attorneys, execute a written stipulation that their marriage has broken down irretrievably or, where both parties are physically present in court, stipulate that their marriage has broken down irretrievably, and the parties have submitted an agreement concerning the custody, care, education, visitation, maintenance or support of their children, if any, and concerning spousal support and the disposition of property.

b. The testimony of either party in support of that conclusion shall be sufficient.

c. In any case in which the court finds, after hearing, that a cause enumerated in Section 2 of this Chapter exists, the court shall enter a decree dissolving the marriage or granting an annulment.

6 M.P.T.L. ch. 4 § 6

§ 6. Waiting Period

a. Ninety (90) days following the service of the complaint for dissolution of marriage, or after six months, where proceedings have been stayed under Section 7(b), the court may proceed on the complaint, the case may be heard, and a decree granted thereon.

b. Nothing herein shall prevent any interlocutory proceeding within the ninety (90) day period; nor shall the 90-day or the six-month period apply in actions for annulment.

6 M.P.T.L. ch. 4 § 7

§ 7. Conciliation Period

a. On or after the answer to the complaint seeking the dissolution of a marriage is filed and prior to the expiration of the ninety (90) day period specified in Section 6 of this Chapter, either spouse may submit a request for conciliation to the court. The court shall thereafter enter an order that the parties meet with a conciliator mutually acceptable to them or, if the parties cannot agree as to a conciliator, with a conciliator named by the court. The conciliator shall be a person experienced in marriage counseling.

b. Within such ninety (90) day period or within 30 days of the request, whichever is later, there shall be two mandatory consultations with the conciliator by each party to explore the possibility of reconciliation or of resolving the problems which might lead to continuing conflicts following the dissolution of the marriage. Failure of either party to attend these consultations, except for good cause, shall preclude further action on the complaint for six months from the date the answer was filed; provided the court may terminate such stay upon motion of either party and for good cause shown. Further consultations may be held with the consent of both parties.

c. All communications during these consultations shall be absolutely privileged, except that the conciliator shall report to the court whether or not the parties attended the consultations.

d. The reasonable fees of the conciliator shall be paid by one or both of the parties as the court directs.

e. The court may establish a registry of mediation services as a reference to parties filing for dissolution of marriage to address property, financial, Child custody, and visitation issues.

6 M.P.T.L. ch. 4 § 8

§ 8. Restoration of Former Name

At the time of entering a decree dissolving a marriage or granting an annulment, or any time after entering such a decree, the court shall, upon the request or motion of the spouse whose name is to be changed, restore the birth name or former name of such spouse.

6 M.P.T.L. ch. 4 § 9

§ 9. Review of Agreements; Incorporation into Decree

a. In any case under this Law where the parties have submitted to the court an agreement concerning the custody, care, education, visitation, maintenance or support of any of their Children or concerning spousal support or the disposition of property, the court shall inquire into the financial resources and actual needs of the spouses and their respective fitness to have physical custody of or rights of visitation with any minor Child, in order to determine whether the agreement of the spouses is fair and equitable under the circumstances.

b. If the court finds the agreement fair and equitable, it shall become part of the court file, and if the agreement is in writing, it shall be incorporated by reference into the order or decree of the court.

c. If the court finds that the agreement is not fair and equitable, it shall make such orders as to finances and custody as the circumstances require.

d. If the agreement is in writing and provides for the care, education, maintenance or support of a Child beyond the age of 18, it may also be incorporated or otherwise made a part of any order and shall be enforceable to the same extent as any other provision of such order or decree.

6 M.P.T.L. ch. 4 § 10

§ 10. Effect of Decree

A decree of annulment or dissolution shall give the parties the status of unmarried persons and they may marry again.

6 M.P.T.L. ch. 4 § 11

§ 11. Notice of Court Decrees

The court clerk shall, on or before the 15th day of each month, file a notice with the Tribal Clerk of each dissolution or annulment of marriage granted in the preceding month, stating the names and addresses of the parties to the marriage, the date of granting of the dissolution or annulment, and any name change granted by the court. Before a final decree is entered, the parties or their attorneys shall supply the court clerk with such information as is necessary to complete the notice.

CHAPTER 5. CHILD CUSTODY

6 M.P.T.L. ch. 5 § 1

§ 1. Jurisdiction

The family court shall have jurisdiction over all actions concerning the care and custody of minor Children provided that at least one party to the action is a member of the Tribe.

The family court shall have jurisdiction under §1(a) of this Chapter regardless of whether the parents of the minor Child are married or the minor Child resides, or is domiciled, on the Mashantucket Pequot Reservation.

6 M.P.T.L. ch. 5 § 2

§ 2. Legal Counsel for Minor Children

a. The court may appoint legal counsel for any minor Children of the parties at any time after the answer is filed in a dissolution of marriage, annulment, or child custody matter, if the court deems it to be in the best interest of the Child or Children. The court may appoint legal counsel on its own motion, the recommendation of MPTN's Child Protection Services, at the request of either of the parties or of the legal guardian of any Child, or at the request of any Child who is of sufficient age capable of making an intelligent request. The reasonable fees of the appointed legal counsel shall be paid by one or both of the parties as the court directs.

b. Notwithstanding subsection (a), in any case before the court where it finds that the custody, care, education, visitation, or support of a minor Child is in actual controversy, the court may make any order regarding the matter in controversy prior to the appointment of counsel where it finds immediate action necessary in the best interest of any Child.

c. Counsel for the Child or Children shall be heard on all matters pertaining to the interest of any child so long as the court deems such representation to be in the best interest of the Child.

6 M.P.T.L. ch. 5 § 3

§ 3. Orders Regarding Custody and Care of Minor Children

a. In any controversy before the court as to the care or custody of a minor Child, and at any time after an answer is filed in response to any complaint under this Chapter, the court may make or modify any proper order regarding the education, support care, custody, and visitation of the Child. Orders pertaining to the care and custody of the Child may include directives to ensure that the Child's cultural identity and heritage are preserved.

b. The court may assign the custody of any Child to the parents jointly, to either parent, or to a third party, according to its best judgment upon the facts of the case and subject to such conditions and limitations as it deems equitable. The court may also make any order granting the right of visitation of any Child to a third party, including, but not limited to, grandparents.

c. In making or modifying any order with respect to custody, care, or visitation, the court shall be guided by the best interests of the Child, giving consideration to the wishes of the Child of sufficient age and maturity; and, the circumstances, if relevant, of the parents.

d. Where the parents of a minor Child live separately, regardless of whether they are married to each other, the court may, on the petition of either party and after notice given to the other, make any order as to the custody, care, education, visitation, and support of any minor Child of the parties.

e. In determining whether a Child is in need of support and, if so, the respective abilities of the parents to provide support, the court shall take into consideration all the factors enumerated in Section 4 of Chapter 6 of this Law.

f. A parent not granted custody of a minor Child shall not be denied the right of access to the academic, medical, hospital or other health records of such minor Child unless otherwise ordered by the court for good cause shown.

6 M.P.T.L. ch. 5 § 4

§ 4. Joint Custody

a. For the purposes of this Section, "joint custody" means an order awarding legal custody of the minor Child to both parents, providing for joint decision-making by the parents and providing that physical custody shall be shared by the parents in such a way as to assure the Child of continuing contact with both parents. The court may award joint legal custody without awarding joint physical custody.

b. There shall be a presumption that joint custody is in the best interests of a minor Child where the parents have agreed to an award of joint custody or so agreed in court at a hearing for the purpose of determining the custody of the minor Child. If the court declines to enter an order awarding joint custody pursuant to this Section, the court shall state in its decision the reasons for denial of an award of joint custody.

6 M.P.T.L. ch. 5 § 5

§ 5. Non-Parent Custody

a. In any dispute as to the custody of a minor Child involving a parent and a non-parent, there shall be a presumption that it is in the best interests of the Child to be in the custody of the parent, which presumption may be rebutted by showing that it would be detrimental to the Child to permit the parent to have custody.

b. In any proceeding as to the custody of a minor Child, and on any complaint under this Chapter, the court may allow a third party with a significant interest in the matter to intervene upon motion. The court may award full or partial custody, care, education, and visitation rights of such Child to such third party upon such terms and conditions as it deems to be in the best interests of the Child.

6 M.P.T.L. ch. 5 § 6

§ 6. Visitation Rights

a. The court may grant the right of visitation of any Child or Children to any person, upon an application of such person if the court finds that it is in the best interests of the Child. Such order shall be according to the court's best judgment based upon the facts of the case and subject to such conditions and limitations as it deems equitable, provided the granting of such visitation rights shall not be contingent upon any order of financial support by the court.

b. Visitation rights granted in accordance with this Section shall not be deemed to have created parental rights in the person to whom such visitation rights are granted.

6 M.P.T.L. ch. 5 § 7

§ 7. Orders Regarding Children and Support in Annulment Cases

In any petition for annulment, the court may make such order regarding any child of the marriage and concerning any support as it might make in an action for dissolution of marriage. The Child of any void or voidable marriage shall be deemed legitimate.

CHAPTER 6. SUPPORT OF CHILD AND/OR SPOUSE

6 M.P.T.L. ch. 6 § 1

§ 1. Support and Use of Family Home Pending Decree

During the pendency of any complaint or petition under this Law, and after a hearing duly held, the court may award alimony and/or support to either party from the date of filing an application thereof with the court. In determining the award, the court shall consider the factors enumerated in Sections 2, 3, and 4 of this Chapter. The court also may award exclusive use of the family home to either of the parties, provided that a non-tribal member spouse may be awarded use of tribal housing only when such party also has been given custody of any minor tribal member children during their minority, and provided further that such use shall be in accordance with Tribal Housing Authority's policies and regulations.

§ 2. Assignment of Property

a. At the time of entering a decree dissolving or annulling a marriage, the court may assign to either party all or any part of the estate of the other. The court may require that title to any non-trust real property pass to either party or may order the sale of such non-trust real property when, in the court's judgment, it is the proper mode to carry the decree into effect.

b. In determining the nature and value of the property, if any, to be assigned, the court, after hearing the evidence and witnesses, shall consider the following factors:

- (1) the length of the marriage;
- (2) the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties;
- (3) the opportunity of each for future acquisition of capital assets and income;
- (4) and the tribal interests, if any, in such property.
- (5) The court shall also consider the contribution of each of the parties in the acquisition, preservation or appreciation in value of their respective estates.

§ 3. Alimony

a. At the time of entering the decree dissolving or annulling a marriage, the court may order either party to pay alimony to the other, in addition to or in lieu of an award pursuant to Section 2 of this Chapter.

b. In determining whether alimony shall be awarded and the duration and amount of the award, the court shall hear the evidence and witnesses, if any, of each party, and, except as provided in any approved stipulation, shall consider the following factors:

- (1) the length of the marriage;
- (2) the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities and needs of each of the parties;
- (3) and the award, if any, which the court may make pursuant to Section 1 of this Chapter;
- (4) the tribal interests, if any, in the source of income;
- (5) and, in the case of a parent to whom the custody of minor Children has been awarded, the desirability of such parent securing employment.

§ 4. Parents' Obligation for Support of Minor Child

a. Upon, or subsequent to, entering the decree dissolving a marriage, annulling a marriage, and/or award of custody, the court may order the parent(s) of a minor Child to financially support the Child according to their respective abilities, if the Child is in need of such financial support.

b. In determining whether a Child is in need of financial support, and if in need, the respective abilities of the parents to provide such support and the amount and duration thereof, the court shall consider the following factors:

- (1) the age, health, earning capacity, amount and sources of income, vocational skills, employability of each of the parents;
- (2) the age, health, educational status and expectation, , and other needs of the Child; and
- (3) any tribal interests in or benefits available to either of the parents or minor Child, including, but not limited to, health care and education.

c. In making its determination of financial support for a minor Child, the court shall be guided by the State of Connecticut's Child Support and Arrearage Guidelines. If the court deviates from the Child Support and Arrearage Guidelines, the court shall make a specific finding on the record that the application of the guidelines would be inequitable or inappropriate.

d. The court shall make and enforce the decree for the financial support of the Child as it considers just. The court may order either parent to name any minor Child as a beneficiary of any medical or dental or benefit plan carried by such parent or available to such parent on a group basis through employment.

e. Whenever an obligor is before the court in proceedings to establish, modify, or enforce a support order, and such order is not secured by a wage assignment or garnishment, the court may require the obligor to execute such wage and earning assignment.

6 M.P.T.L. ch. 6 § 5

§ 5. Modification of Alimony or Support Orders and Judgments

a. Unless and to the extent that the decree precludes modification, any final order for the payment of periodic alimony or financial support for a minor Child may at any time thereafter be modified by the court upon a showing of a significant change in the circumstances of either party. In determining whether to modify a child support order, the court shall consider the division of real and personal property between the parties set forth in the final decree, if any, and the benefits accruing to the Child as a result of such division.

b. In an action for dissolution or annulment of marriage in which a final judgment has been entered providing for the payment of alimony by one party, the court may, in its discretion and upon notice and hearing, modify, suspend, reduce or terminate such alimony if it is shown that the party receiving alimony is living under circumstances which the court finds has resulted in a change of circumstances that has significantly altered the financial needs of that party.

c. No order for periodic payment of child support or alimony may be subject to retroactive modification, except that the court may order modification with respect to any period during which there is a pending motion for modification from the date of service of notice of such pending motion upon the opposing party.

6 M.P.T.L. ch. 6 § 6

§ 6. Contempt Orders

When any person is found in contempt of an order of the court, the court may award to the petitioner a reasonable attorney's fee and the fees of the officer serving the contempt citation, such sums to be paid by the person found in contempt. The costs of commitment of any person imprisoned for contempt of court by reason of failure to comply with such an order shall be paid by the Tribe.

CHAPTER 7. PATERNITY PROCEEDINGS

6 M.P.T.L. ch. 7 § 1

§ 1. Determination of Paternity and Support

The Mashantucket Pequot Family Court shall have jurisdiction over all suits brought to determine the paternity of a child, provided that the putative father is a Tribal Member. A judgment of the court establishing the identity of the father of the child shall be conclusive of that fact in all subsequent determinations of support and inheritance.

6 M.P.T.L. ch. 7 § 2

§ 2. Proceedings

a. Paternity proceedings are commenced by filing a complaint alleging that the person named as therein is the father of the child and petitioning the court to issue an Order of Paternity.

b. An action under this Chapter may be brought by any person having an interest in the matter or by the tribal prosecutor in the name of the Mashantucket Pequot Tribe.

c. The court shall schedule a hearing on the matter, which shall be closed to the public.

d. The testimony of both the mother and putative father shall be solicited in connection with such proceeding.

6 M.P.T.L. ch. 7 § 3

§ 3. Blood Tests

a. In any proceeding in which a question of paternity is an issue, the court, upon motion of any party, may order the mother, her child, and the putative father or the husband of the mother to submit to one or more blood grouping tests, to be made by a qualified physician or other qualified person designated by the court, to determine whether or not the putative father or husband of the mother can be excluded as being the father of the child. The results of such tests shall be admissible in evidence only in cases where such results establish

definite exclusion of the putative father or such husband as the father of the child.

b. In any proceeding in which a question of paternity is an issue, the court, upon motion of any party, may order genetic tests, which shall mean human leukocyte antigen tests, or DNA tests, to be performed, unless a putative father or husband has been excluded by prior blood grouping tests. Such tests shall be made by a hospital, accredited laboratory, qualified physician, or other qualified person designated by the court, to determine whether or not the putative father or husband is the father of the child. The results of such tests shall be admissible in evidence to establish either definite exclusion of the putative father or husband, or as evidence that he is the father of the child.

c. The costs of the blood tests shall be chargeable against the party making the motion.

6 M.P.T.L. ch. 7 § 4

§ 4. Presumption of Paternity

A rebuttal presumption of paternity exists where one or more of the following factors are present:

a. the child is born during the marriage of the parties or within three hundred (300) days of the termination of the marriage;

b. the child is born to parties who attempted to marry but whose marriage is or could be declared void;

c. the child is born to parties who have married or attempted to marry after the child's birth and the putative father has (i) acknowledged paternity in writing, (ii) consented to be named as the father on the child's birth certificate, or (iii) been ordered to pay child support;

d. the putative father has openly held out the child as his natural child; or

e. the putative father has signed a written acknowledgement of paternity.

6 M.P.T.L. ch. 7 § 5

§ 5. Judgment and Order of the Court

a. If the putative father is found to be the biological father of the child, the court shall make an Order of Paternity.

b. The court may order the father of the child to stand charged with the support and maintenance of such child, with the assistance of the mother if she is financially able, as the court finds, in accordance with the child support provisions of this Law.

6 M.P.T.L. ch. 7 § 6

§ 6. Acknowledgment of Paternity

In lieu of or in conclusion of a paternity proceeding, the written acknowledgement of paternity executed by the putative father of the child when accompanied by an attested waiver of the right to a hearing and the right to an attorney, and a

written affirmation of paternity executed and sworn or affirmed to by the mother of the child and filed with the court, shall have the same force and effect as a judgment of the court.

6 M.P.T.L. ch. 7 § 7

§ 7. Agreement to Support

a. In conclusion of a paternity proceeding, or in lieu of a contested support hearing, a written acknowledgment of support of the child in accordance with Tribal child support procedures under this Law, together with provisions for any reimbursement for past due support based on ability to pay, and any reasonable expense of prosecution of the petition and such acknowledgment shall have the same force and effect, retroactively or prospectively in accordance with such agreement as an order of support by the court.

b. Wage executions and earning assignments in accordance with the tribal child support procedures under this Law shall be available in paternity proceedings.

6 M.P.T.L. ch. 7 § 8

§ 8. Registration and Enforcement of Foreign Paternity Judgments

a. Any party to an action in which a paternity judgment from another jurisdiction was rendered may register the foreign paternity judgment in the court without payment of a filing fee or other cost to the party. The court shall maintain a registry of paternity judgments from other jurisdictions.

b. The party shall file a certified copy of the foreign paternity judgment and a certification that such judgment is final and has not been modified, altered, amended, set aside, or vacated and that the enforcement of such judgment has not been stayed or suspended. Such certificate shall set forth the full name and last known address of the other party to the judgment.

c. Such foreign paternity judgment so registered shall become a judgment of the Mashantucket Pequot Tribal Court and shall be enforced and otherwise treated in the same manner as a judgment of the court.

d. Within five (5) business days of the filing of the judgment and certification, the party filing such judgment and certification shall notify the other party to the paternity action of the filing of such judgment by registered or certified mail to the party's last known address or by personal service. The court shall not enforce any such foreign paternity judgment until proof of service has been filed with the court.

CHAPTER 8. EMANCIPATION

6 M.P.T.L. ch. 8 § 1

§ 1. Petition and Summons

a. Any minor Child who has attained the age of sixteen (16) years may petition the court for a determination that he be emancipated. The petition for emancipation shall set forth with specificity:

- (1) the name, sex, date and place of birth, present address and tribal affiliation of the minor Child;

- (2) the names, dates of birth, addresses, and tribal affiliation of the minor Child's parents or guardian;
- (3) the facts upon which emancipation is sought, and the basis for the court's jurisdiction.

b. Upon the filing of the petition, the court shall cause a notice to be issued to the minor Child and the minor Child's parents or guardian.

6 M.P.T.L. ch. 8 § 2

§ 2. Hearing

a. Upon the filing of a petition for emancipation, the court shall set a time for hearing the petition. The time for the hearing shall not be more than thirty (30) calendar days after the filing of the petition.

b. The court shall cause a notice of the hearing to be given to the minor Child, the parents or guardian of the minor Child; or any other person whom the court deems appropriate. The notice shall state that the minor Child seeking emancipation has the right to be represented by counsel.

c. Notice of the hearing and a copy of the petition, certified by the petitioner or his attorney or the court clerk, shall be served at least ten(10) business days before the date of the hearing by personal service on the persons enumerated in subsection (b) of this Section. If personal service cannot be reasonably effected or the address of any person is unknown, a judge or court clerk shall order notice to be given by registered or certified mail, return receipt requested, or if no such address is known, in a newspaper of general circulation in the region where the court is located.

d. Notice and appearance may be waived by a parent in writing before the court, provided that such parent has been apprised by the court of the meaning and consequences of the emancipation action. The parent who has executed such a waiver shall not be required to appear at the subsequent hearing.

6 M.P.T.L. ch. 8 § 3

§ 3. Conduct of Hearing; Investigation and Report

a. At the hearing held on the petition for emancipation, any party to whom notice was given shall have the right to appear and be heard with respect to the petition. If a parent who is consenting to the emancipation appears at the hearing, the court shall explain to the parent the meaning and consequences of emancipation.

b. Upon finding at the hearing or at anytime during the pendency of the petition that reasonable cause exists to warrant an investigation into the circumstances upon which emancipation is sought, the court may request Child Protective Services (CPS), as the court deems necessary, to make an investigation and written report to the court within forty-five(45) calendar days from receipt of such request. The report shall indicate the physical, mental and emotional, and financial condition of the minor Child and shall contain such facts as may be relevant to determine whether the proposed emancipation will be in the best interests of the minor child.

c. If such a report is requested, the court shall schedule a hearing on the results of the investigation not more than thirty (30) days from the date of the expiration of the forty-five (45) day time period or receipt of the report, whichever is earlier. The court shall give reasonable notice of the investigation hearing to all parties to the first hearing at least ten (10) days before the date of the investigation hearing.

d. The report shall be admissible in evidence, subject to the right of any interested party to require that the Director of CPS or other person who drafted the report appear as a witness and subject himself or herself to examination.

e. At either the hearing on the investigation or the first hearing, if no investigation and report has been requested, the court may approve the petition for emancipation if it finds that emancipation is in the best interests of the minor Child.

f. If the court denies a petition for emancipation, it may refer the matter to CPS to assess the needs of the minor Child.

6 M.P.T.L. ch. 8 § 4

§ 4. Order and Effect of Emancipation

a. The court shall make written findings in determining whether emancipation would be in the best interests of the minor Child. The court shall thereafter enter an order declaring the minor Child emancipated if the court finds that:

- (1) emancipation is in the best interests of the minor Child;
- (2) the minor Child has entered into a valid marriage or is on active duty with the armed forces of the United States of America; or
- (3) the minor Child willingly lives separate and apart from his parents or guardian, with or without their consent, and that the minor Child is managing his own financial affairs, regardless of the source of any lawful income.

b. An order that a minor Child is emancipated shall have the following effects: the minor Child shall be free of control by his parents or guardian; the minor Child may consent to medical, dental, or psychiatric care without parental consent, knowledge, or liability; the minor Child shall be entitled to his own earnings and to establish his own residence; the minor Child may enter into a binding contract, buy and sell real and personal property, execute releases, sue and be sued in his own name; the minor Child shall be deemed eligible to secure a marriage license, register a motor vehicle, and enlist in the armed services of the United States of America; the minor Child may not thereafter be the subject of a petition as a neglected, abused, dependent or uncared for minor Child; the parents of the minor Child shall no longer be the guardians of the minor Child and shall be relieved of any obligations respecting the minor Child's school attendance and support; and the minor Child shall be emancipated for the purposes of parental liability for the minor Child's acts.

c. An order that a minor Child is emancipated shall not change the minor Child's eligibility for tribal housing and incentive benefits or other tribal benefits as determined by tribal law or policy.

CHAPTER 9. RECOGNITION AND ENFORCEMENT OF FOREIGN SUPPORT ORDERS

6 M.P.T.L. ch. 9 § 1

§ 1. Definitions

The following words and phrases are defined as follows:

a. "Child" means an individual, whether over or under the age of majority, who is owed or alleged to be owed a duty of support by the individual's parent or who is alleged to be a beneficiary of an income withholding order directed to the parent.

b. "Court" means a court, administrative agency, or a quasi-judicial entity, or a Native American traditional dispute resolution forum authorized to establish, enforce, or modify support orders or to determine paternity, and which maintains a reviewable record of its proceedings.

c. "Dependent" means a spouse, former spouse, or child entitled to payments under a judgment or support order.

d. "Disposable Income" means that part of the income of an individual remaining after deduction from that income of amounts required to be withheld for the payment of federal, state and local income taxes, employment taxes, retirement contributions, group life and health insurance premiums.

e. "Duty of Support" means an obligation imposed or imposable by law to provide support for a child or dependent.

f. "Foreign Support Order" means any judgment, decree or order of a court of competent jurisdiction of any state or federally-recognized Indian tribe in any family relations matter involving the paternity, custody, care, education, visitation, maintenance, support of a child or dependent, or the disposition of property of the parties to an existing or terminated marriage, in which both parties have entered an appearance.

g. "Income" means any periodic form of payment due to an individual from any source, including, but not limited to, earnings, workers' compensation and disability benefits, or payments pursuant to a pension or retirement program.

h. "Income Withholding Order" means an order or other legal process directed to an Obligor's employer or payer to withhold support from the income of the Obligor.

i. "Issuing Court" means the court which issues an income withholding order or renders a judgment determining paternity.

j. "Obligor" means an individual, or the estate of a decedent, who owes a duty of Support

k. "Payer" means the Mashantucket Pequot Tribe, its enterprises, governmental divisions or departments thereof, including the Mashantucket Pequot Gaming Enterprise, but does not include any entity established under the laws of any state.

l. "Request for Information" means information requested by a Court to be used in the calculation or enforcement of a Support Order. m. "State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and the territories and possessions of the United States.

m. "Support" means monetary support, health care, arrearages, or reimbursement and may include related costs and fees, interest, attorney's fees, and other relief for the benefit of a child.

n. "Support Order" means a court order, judgment, or decree, including an agreement approved by the court that requires payment to a child or dependent from the income of the Obligor.

6 M.P.T.L. ch. 9 § 2

§ 2. Request for Information

a. Upon receipt of Request for Information, the Payer shall provide a copy of the request to the Obligor within three (3) business days of receipt.

b. The Payer shall complete the employment-related sections on the Request for Information and return it to the Office of Legal Counsel, which will ensure it is returned to the proper Court.

6 M.P.T.L. ch. 9 § 3

§ 3. Recognition of Foreign Support Orders

a. The Mashantucket (Western) Pequot Tribe hereby recognizes a foreign support judgment, and a support or income withholding order issued by a court of another tribe or State provided that such judgment or order does not contravene the public policy of the Tribe. Any party to an action in which a foreign support judgment, or support or income withholding order has been rendered may send such judgment or order to the Department of Finance of the Obligor's Payer without filing or registering the judgment or order in the tribal court, and such Payer shall withhold against the disposable income of the Obligor and distribute the funds as directed in the order.

b. Such Foreign Support Order shall not be modified or altered unless the court has jurisdiction, which shall be determined according to 12 M.P.T.L. ch. 1, § 1, the Mashantucket Pequot Civil Actions law, and 28 U.S.C. § 1738B, the Full Faith and Credit for Child Support Orders Act.

6 M.P.T.L. ch. 9 § 4

§ 4. Employer/Payer's Compliance

a. Upon receipt of an Income Withholding Order, the Obligor's Payer shall immediately provide a copy of the order to the Obligor.

b. The Payer shall withhold against the Obligor's disposable income and distribute the funds as directed in the Income Withholding Order by complying with the terms of the Order which specify:

- (1) the duration and amount of periodic payments of current support or other obligation, stated as a sum certain;

- (2) the person or agency designated to receive payments and the address to which the payments are to be forwarded;
- (3) medical support, whether in the form of periodic cash payment, stated as a sum certain, or ordering the Obligor to provide health insurance coverage for the child or dependent;
- (4) the amount of periodic payments of fees and costs for a support enforcement agency, court or state, and attorney, stated as sums certain; and
- (5) the amount of periodic payments of arrearages and interest on arrearages, stated as sums certain.

6 M.P.T.L. ch. 9 § 5

§ 5. Maximum Amount of Withholding. Time Periods. Priority of Multiple Orders

In determining the maximum amount permitted to be withheld from the Obligor's Disposable Income for any time period which is subject to an Income Withholding Order, the time periods within which the Payer must implement the support order, the priorities for withholding and allocating income withheld for multiple child support Obligees, and any other withholding terms or conditions not specified in the order, the Payer shall comply with Section 1673 of Title 15 of the United States Code, to the extent such provisions do not contravene tribal law.

6 M.P.T.L. ch. 9 § 6

§ 6. Immunity from Liability

A Payer who complies with an Income Withholding Order that is valid on its face shall be immune from civil liability with regard to the Payer's withholding of support from the Obligor's income.

6 M.P.T.L. ch. 9 § 7

§ 7. Contest by Obligor

a. An Obligor may contest the validity or enforcement of an Income Withholding Order issued by a tribunal of another tribe or State and received directly by an Payer in the same manner as if the order had been issued by the tribal court.

b. The Obligor shall give notice of the contest to:

- (1) a support enforcement agency providing services to the Obligee;
- (2) each Payer that has directly issued payments on the Income withholding Order or if no person or agency is designated, to the Obligee.

6 M.P.T.L. ch. 9 § 8

§ 8. Fees and Costs

A party seeking to register or enforce an Income Withholding Order shall not be required to pay a registration or filing fee or the costs of service within the Mashantucket Pequot Reservation.

CHAPTER 10. CHANGE OF NAME

6 M.P.T.L. ch. 10 § 1

§ 1. Authority to Grant Change of Name

In addition to its authority to grant a change of name in a dissolution of marriage matter, the family court shall have jurisdiction over petitions for a change of name made by Tribal Members, and may change the name of the petitioner, who shall thereafter be known by the name prescribed by the court in its decree.

6 M.P.T.L. ch. 10 § 2

§ 2. Change of Name by Minor Child

In all proceedings for a change of name brought on behalf of a minor child who has not been emancipated under this Law, the parents of such child shall be necessary parties, shall be cited in the petition, and shall be served with the petition either by personal service or by mailing a copy of the petition to the parent's last-known address by registered or certified mail.

6 M.P.T.L. ch. 10 § 3

§ 3. Petition for Change of Name

a. The Petition for Change of Name by a Tribal Member shall contain the following information:

- (1) the name of the petitioner, and if a minor child, the names of the minor child's parents;
- (2) the petitioner's address, and if a minor child, the addresses of the minor child's parents;
- (3) the reasons for requesting the change of name;
- (4) the name by which petitioner has generally been known by, usually uses for motor vehicle license and registration, and in which the petitioner contracts bills, credit cards and bank accounts;
- (5) the proposed name, and if it has been used, the manner in which the name has been used and length of time of such use; and
- (6) a statement that the petitioner has no past due debts, bears a good reputation in the community, has no purpose in making this application except to conform the petitioner's legal name to that by which he wants to be generally known (or other reason), disclosure of any arrest or conviction within the seven years preceding the petition, and disclosure of any registration as a sex offender in any jurisdiction.

b. Any interested party may file a response to the petition within twenty (20) business days from the service date.

6 M.P.T.L. ch. 10 § 4

§ 4. Giving Public Notice

The family court shall publish on pequotathome.com and request the Tribal Council Secretary mail a notice to Tribal Members that a petition for a change of name has been filed. Such publication and mailing of notice shall occur once and shall contain only a statement that a petition has been filed by the petitioner, and shall not disclose any information from the petition.

6 M.P.T.L. ch. 10 § 5

§ 5. Decision on the Petition

The court shall grant such petition for change of name unless it finds that it would result in injury to another person's legal rights. The court shall provide notice of the court's decision to the Tribal Clerk.

CHAPTER 11. MISCELLANEOUS

6 M.P.T.L. ch. 11 § 1

§ 1. Forms

The chief judge of the tribal court shall prepare forms, including instructions in plain language, for applying to the court for any complaint, remedy or relief available under this Law.

6 M.P.T.L. ch. 11 § 2

§ 2. Payment of Attorney's Fees

In any proceeding seeking relief under the provisions of this Law, the court may order either spouse or, if such proceeding concerns the custody, care, education, visitation or support of a minor child, either parent, to pay the reasonable attorney's fees of the other or of the child in accordance with their respective financial abilities.

6 M.P.T.L. ch. 11 § 3

§ 3. Appeals

Appeals from decisions by the family court under this Law may be made by any party in accordance with the rules governing the Court of Appeals.

6 M.P.T.L. ch. 11 § 4

§ 4. Application of Law

All actions brought under this Law shall be determined by the court in accordance with tribal law. The court may be guided, but not bound by, the principles of law applicable to similar claims arising under the laws of other tribes, states, or of the United States.

Historical and Statutory Notes

Derivation.

Effective October 23, 1995, TCR102395-03 enacted the "Family Relations Ordinance".

Amendments.

Effective April 29, 2010, TCR042910-02 of 03 amended 6 M.P.T.L. ch. 3 replacing ch. 3 in its entirety.

Effective July 9, 2015, TCR070915-02 of 08 amended 6 M.P.T.L. ch. 3 § 4(c) to reflect that the fee for certified copies of marriage certificates is found in 41 M.P.T.L. ch. 2 § 5(b).

Effective September 22, 2016 TCR092216-03 of 06 amended 6 M.P.T.L. making various changes throughout.

TITLE 12. CIVIL ACTIONS

CHAPTER 1. CIVIL ACTIONS LAW

12 M.P.T.L. ch. 1 § 1

§ 1. Tribal Forum

a. The Mashantucket Pequot Tribal Council recognizes that it is in the best interest of the Tribe to provide a forum to address civil causes of action, including civil actions by or against the Tribe, tribal enterprises, tribal members and any other person or entity who, through their residence, presence, business dealings, other actions or failures to act, or other significant minimum contacts with the Tribe or on tribal lands, are entitled to civil redress or incur civil obligations. For purposes of this law, "tribal lands" means Indian country, as that term is defined in 18 U.S.C. § 1151. The intent of this law is that the jurisdictional powers of the Mashantucket Pequot Tribal Court shall be exercised to the fullest extent possible and construed to serve the ends of justice.

b. Jurisdiction. Except as may be limited by tribal or federal law, the tribal court shall have jurisdiction over all civil causes of action and the tribal court shall have the power to fashion any equitable or legal remedy reasonably required to enforce judgments, including but not limited to, attachments, garnishments and executions. The Tribal Court shall have jurisdiction to hear and decide, through a declaratory judgment action, matters pertaining to the legal sufficiency or validity of a petition presented pursuant to Articles VII, VIII, and XI of the Mashantucket (Western) Pequot Constitution, and the sovereign immunity of the Tribe is hereby waived for the limited purpose of such a declaratory judgment action in Tribal Court provided such action is commenced within 20 days from the time the Tribal Council does not accept the validity or sufficiency of the petition.

c. Personal Jurisdiction. As to a cause of action arising from any of the acts enumerated in this section, the tribal court may exercise personal jurisdiction over any person, Indian or non-Indian, or any entity:

- (1) who is served with process on tribal lands;
- (2) who consents to such jurisdiction;
- (3) who in person or through an agent;
 - (a) transacts any business or activity on tribal lands;
 - (b) commits a tortious act on tribal lands;
 - (c) commits a tortious act outside tribal lands causing injury to person or property within tribal lands if the person either regularly does or solicits business, or engages in any other regular course of conduct, or derives substantial revenue from goods used or consumed or services rendered on tribal lands, or otherwise expects or should reasonably expect the act to have consequences on tribal lands;
 - (d) owns, uses, or possesses any property real or personal, or any interest therein, within tribal lands;
 - (e) enters into any contract made on tribal lands or to be performed on tribal lands;

- (f) engages in any business solicited on tribal lands by mail, telecommunication, or otherwise if the person has repeatedly so solicited business, whether the orders or offers relating thereto were accepted within or without tribal lands; or
- (g) engages, directly or indirectly, in the production, manufacture or distribution of goods by a person with the reasonable expectation that such goods are to be used or consumed on tribal lands and are so used or consumed, regardless of how or where the goods were produced, manufactured, marketed or sold or whether or not through the medium of independent contractors or dealers.
- (h) who violates the civil rights of any person, as defined in the 20 M.P.T.L. Civil Rights Code. None of the foregoing bases of jurisdiction is exclusive or exhaustive, and jurisdiction may be established upon any one or more bases as applicable.

d. Limitation on Jurisdiction.

- (1) As provided in the tribal law establishing the Tribal Court, 1 M.P.T.L. ch. 1, § 2(c), the tribal court shall not exercise civil jurisdiction over any action arising from a contract or agreement to which the Tribe is a party or by which it may be bound if such contract contains an express provision prohibiting the exercise of jurisdiction by the tribal court, whether approved prior to or subsequent to the enactment of this law, provided that the tribal court shall have jurisdiction to enforce an agreement to arbitrate or an arbitration award relating to such contract if the contract provides for such action.
- (2) Nothing provided in this law shall be deemed to be a waiver of the sovereign immunity of the Tribe or a tribal enterprise unless such immunity has been waived in the context of the particular case before the tribal court, or has been expressly waived by this law. Nothing contained in this law shall be construed to be a waiver of the sovereign immunity of the Tribe or any tribal enterprise from suit in state or federal court or in any action before any state or federal agency, or in any other forum or context.
- (3) There shall be no cause of action in the tribal court for alleged gaming losses, the jurisdiction of which has been specifically reserved for consideration by the Mashantucket Pequot Gaming Commission. For purposes of this section, "gaming loss" means any claim brought to recover damages for pecuniary loss resulting from the engagement by any person in activities classified as "class I gaming," "class II gaming," or "class III gaming," as those terms are defined in the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721.
- (4) There shall be no cause of action in the tribal court relating to, or which may affect, banishments or exclusions, except that this provision shall not prohibit the tribal court from imposing civil or criminal penalties for the violation of a banishment or exclusion order.

12 M.P.T.L. ch. 1 § 2

§ 2. Tort Actions to which the Tribe is a Party

a. The Tribe hereby expressly waives its sovereign immunity from suit in the tribal court for actions founded upon a tort of the Tribe or its agents, servants, or employees acting within the scope of their employment.

b. In any judgment under this law against the Tribe, the court may award damages as hereinafter provided:

- (1) The court may enter an award for Actual damages, as defined in this law.
- (2) For any injury resulting in death, the court may enter an award for actual damages, but in no event shall the award be less than \$100,000.
- (3) In addition to an award for actual damages, the court may enter an award for any injury resulting in permanent significant disfigurement or permanent significant scar of the face, head, or neck, or, on any other area of the body only if the resulting permanent significant disfigurement or permanent significant scar handicaps the claimant in obtaining or continuing to work. In determining an appropriate damage award for a permanent significant disfigurement or permanent significant scar, the court shall calculate such an award pursuant to Title 13 M.P.T.L. ch. 4, §§ 12(c) and 12(d); except that when the claimant is not employed, the court shall use the rate of \$200 per week, without deduction.
- (4) In addition to an award for actual damages, the court may enter an award for pain and suffering or mental anguish in an amount which shall not exceed 200% of the actual damages sustained.
- (5) "Actual Damages" means the ascertainable loss of money or property sustained as a result of an injury ~~without~~ after any reduction for ~~C~~ollateral sources as defined in this law.
- (6) "Collateral sources" means any payments made to the claimant, or on his behalf, by or pursuant to: (1) Any health, disability, medical or sickness insurance, automobile accident insurance that provides medical benefits, and any other similar insurance benefits, except life insurance benefits, available to the claimant, whether purchased by him or by others on his behalf; or (2) any contract or agreement of any group, organization, partnership or corporation to provide, pay for or reimburse the costs of hospital, medical, dental or other health care services; (3) any voluntary or involuntary credit, adjustment or write-off applied to charges by any healthcare provider. The collateral source deduction from actual damages shall not be reduced in any way by the cost of health insurance premiums or other cost of procurement of the collateral source benefit, except for costs paid by the claimant or the claimant's immediate family on his behalf. For purposes of this law, the collateral source deduction from actual damages shall not include any amount or portion of the amount for which there is a valid right of subrogation or a valid lien.
- (76) For purposes of calculating pain and suffering or mental anguish, actual damages shall ~~include the reasonable value of expenses or losses incurred, notwithstanding offsets resulting from adjustments or write offs based on contractual relationships or other arrangements between third party payors, including but not limited to Medicare or private insurance carriers~~ not be reduced by collateral sources, provided such collateral sources include the reasonable value of expenses or losses incurred.

(87) In causes of action based on negligence, contributory negligence shall not bar recovery in an action by any person or the person's legal representative to recover damages resulting from personal injury, wrongful death or damage to property if the negligence was less than or equal to the combined negligence of the person or persons against whom recovery is sought. Any award for damages to a person shall be reduced in proportion to the person's contributory negligence. However the person shall recover nothing if claimant's contributory negligence is determined to be greater than fifty (50) percent.

(98) In causes of action based on personal injuries resulting from the negligence of a healthcare provider no award or judgment shall exceed Five Million (\$5,000,000.00) Dollars. A "healthcare provider" is defined as any physician, dentist, pharmacist, nurse, physical therapist, clinical psychologist, clinical social worker, professional counselor or emergency medical care attendant or technician, and includes any individuals who provide substantially similar services to those provided by the individuals described above. Healthcare providers shall include anyone who assists any of the above individuals in providing the services and any employer, facility or institution either employing said individuals or engaging them as consultants, independent contractors or otherwise. The limit provided for herein shall be the maximum aggregate recovery for any injury resulting from negligence of a healthcare provider. In the event there are multiple defendants, the total judgment against all defendants combined shall not exceed the maximum provided. Nothing in this Section 2(b)(8) shall alter the method of calculating damages as provided otherwise in this Section 2 subject to the maximum award provided herein.

(10) Upon determination of liability and damages, if any, the court shall conduct a timely hearing to determine if there are any collateral sources as defined in 12 M.P.T.L. ch. 1, Section 2. At the hearing, and before judgment enters, the court shall receive evidence from the parties and/or any other appropriate person concerning the amount of Collateral sources which have been paid for the benefit of the claimant as of the date of the hearing. The court shall also receive evidence from the parties and/or any other appropriate person concerning any amount which has been paid by claimant or an immediate family member of claimant to secure any related collateral source benefit. Upon such determinations, the Court shall reduce the actual damages award accordingly.

(11) Recovery of collateral source benefits prohibited. Unless otherwise provided by law, there shall be no cause of action by an insurer or any other person or entity providing collateral source benefits as defined in 12 M.P.T.L. ch. 1 § 2 to recover the amount of any such benefits from the defendant as a result of any action for damages for personal injury or wrongful death.

c. Nothing in this law shall affect the provisions of the tribal law applicable to the Gaming Enterprise, 4 M.P.T.L. ch. 1, which shall remain in full force and effect.

d. The amendments to this law pursuant to TCR052907-06 of 09 shall be applicable to claims accruing after May 29, 2007, the date of the enactment of TCR052907-06 of 09.

§ 3. Contract Actions to which the Tribe is a Party

Except as provided in § 1(d)(1) of this law, the Tribe hereby expressly waives its sovereign immunity from suit in the tribal court and the immunity of its tribal enterprises for actions upon written contracts or agreements in which the Tribe or a tribal enterprise is a party, and which have been approved and executed by a duly authorized tribal officer or official acting within the scope of his or her actual authority and in the ordinary course of business. This law shall be deemed an "other instrument" as used and referenced in the Arbitration Law, 10 M.P.T.L.

§ 4. Limitations on Civil Actions

a. Statute of Limitations.

- (1) Actions upon contract. No action upon any contract may be brought but within one year after the right of action accrues, except as provided in subsection (3) of this Section, and further, except for actions based on a credit instrument which shall be instituted within six years from the date the cause of action arises. "Credit Instrument" means any writing which evidences a debt owed to the Tribe at the time the debt is created, and includes counter checks, markers, personal checks, cash equivalents, and any writing taken in consolidation, redemption or payment of a prior credit instrument, which are cashed in conformity with procedures governing the issuance of credit at the Tribe.
- (2) Action founded upon a tort. No action to recover damages caused by negligence or founded upon a tort shall be brought but within one year from the date of the act or omission complained of. All claims brought pursuant to this law shall be deemed to accrue on the date when the injury is sustained. The defendant must present the issue of failure to file a claim as stated herein to the court as an affirmative defense. Such defense shall not be considered jurisdictional in nature.
- (3) Limitations of action by or against architects, professional engineers, land surveyors, contractors and other construction entities.
 - (a) For purposes of this subsection (3), no action, whether in contract, in tort, or otherwise, (i) to recover damages (a) for any deficiency in the planning, design, engineering, construction, repair or alteration, construction administration, management, supervision or inspection, or land surveying, in connection with an improvement to real property; (b) for injury to property, real or personal, arising out of any such deficiency; (c) for injury to the person or for wrongful death arising out of any such deficiency, or (ii) for contribution or indemnity which is brought as a result of any such claim for

damages shall be brought against any architect, professional engineer, contractor, construction manager, inspector or land surveyor furnishing or performing such services, more than seven years after substantial completion of such improvement.

- (b) Notwithstanding the provisions of subsection (a)(3)(a), in the case of such an injury to property or the person or such an injury causing wrongful death, which injury occurred during the seventh year after such substantial completion, an action in tort to recover damages for such an injury or wrongful death may be brought within one year after the date on which such injury occurred, irrespective of the date of death, but in no event may such an action be brought more than eight years after the substantial completion of construction of such an improvement.
- (c) Any person, firm or corporation which has entered into a contract with the Tribe or tribal enterprises, for the performance of work, services or activities of the nature described in subsection (a)(3)(a) may, in the event of any disputed claims under such contract, bring an action in tribal court for the purpose of having such claims determined; provided, however, that no such action shall be brought more than three years after substantial completion of such improvement.
- (d) For purposes of subsections (a)(3)(a), (b) and (c) of this law, an improvement to real property or any discrete portion thereof, shall be considered "substantially complete" when: (i) the Mashantucket Pequot Tribal Land Use Commission has issued a final Certificate of Occupancy for the entire improvement or any discrete portion thereof or, in the event that no such certificate is issued, (ii) when the entire improvement or any discrete portion thereof is occupied or beneficially used by the owner or tenant thereof or, in the event that it is not occupied, (iii) when the entire improvement is first available for use after having been completed in accordance with the contract or agreement covering the improvement, including any punch list or agreed changes to the contract or agreement.
- (e) notwithstanding any other provision of tribal law, the limitation periods prescribed herein shall apply both prospectively and retroactively to all claims, as described in subsections (a)(3)(a), (b) and (c) herein, accruing prior or subsequent to the date of passage of this provision.
- (f) The provisions of this subsection (3) shall not modify the statute of limitations provisions of Title 4. Any claim for injury occurring at the Gaming Enterprise based upon a deficiency as described in subsection (a) shall be limited to a claim against the Gaming Enterprise under Title 4.

b. Written Agreements; Statute of Frauds. No action on a contract may be maintained in the following cases unless the contract, or memorandum of the agreement, is made in writing and signed by the party, or the agent of the party, to be charged:

- (1) against any person upon any special promise to answer for the debt, default, or miscarriage of another;
- (2) upon any agreement made upon the consideration of marriage;
- (3) upon any agreement for the sale of real property or any interest in or concerning real property;

- (4) upon any agreement that is not to be performed within one year from the making thereof; or
- (5) upon any agreement for a loan in an amount which exceeds \$50,000. In all actions against the Tribe founded upon a contract, the contract to be enforced must be in writing as provided in Section 3 of this law.

c. Notwithstanding any provision of tribal law to the contrary, the Tribe, its subdivisions and instrumentalities, including, without limitation, any officers, agents and employees thereof shall not be held liable for any losses arising from, or in any way related to, the failure of a computer, software program, database, network information system or any other device containing a computer processor to accurately or properly recognize, calculate, display, sort, or otherwise process dates or times, including, but not limited to, dates occurring before, on or after December 31, 1999; provided, however, that nothing contained herein shall limit the Tribe's right(s) to bring an action against any person alleging a loss or failure described herein.

d. Defenses in Actions on a Credit Instrument.

- (1) When Presented. Every defense, in law or in fact, to a claim for relief shall be affirmatively set forth in particularity in the answer.
- (2) Types Recognized. The court shall recognize only these affirmative defenses:
 - (i) accord and satisfaction;
 - (ii) discharge in bankruptcy;
 - (iii) fraud or duress;
 - (iv) incapacity;
 - (v) lack of service of process;
 - (vi) lack of in personal jurisdiction;
 - (vii) lack of subject matter jurisdiction;
 - (viii) payment or release;
 - (ix) res judicata; and
 - (x) statute of limitations.

12 M.P.T.L. ch. 1 § 5

§ 5. Miscellaneous

a. All actions against the Tribe or a tribal enterprise shall be tried to the tribal court and not to a jury. No costs shall be taxed against the Tribe or its enterprises.

b. In all actions where it is alleged that the liability of the Tribe is based upon the action of an agent, servant, or employee of the Tribe acting within the scope of his or her employment there shall be no separate cause of action existing against said agent, servant, or employee, and nothing in this Law shall be construed to waive the sovereign immunity of the Tribe to the extent that sovereign immunity would be applicable to such individual and such sovereign immunity is waived only for purposes of an action against the Tribe as specifically permitted in tribal court pursuant to Section 2 of this law.

- c. The following shall not apply to claims against the Tribe or its enterprises:
- (1) any rule of law imposing absolute or strict liability;
 - (2) any award or other judgment imposing punitive or exemplary damages;
 - (3) any award for loss of consortium; and
 - (4) any order for injunctive relief, provided that the Court may order injunctive or prospective relief against the Tribe or its enterprises when a claim arises from a written contract in which the Tribe or a tribal enterprise is a party and the contract is signed by a duly authorized tribal representative acting within the scope of his or her actual authority and in the ordinary course of business, and the contract expressly provides for injunctive relief.
- d. When interpreting this Law, the court shall follow tribal law and precedent and may be guided by the common law of other jurisdictions.

12 M.P.T.L. ch. 1 § 6

§ 6. Application of Law

This law shall apply to:

- a. all civil causes of action which accrue on or after its enactment;
- b. all civil causes of action in which suit has not been brought and which had accrued within one year prior to the enactment of this law, provided a suit shall have been commenced within one year from the enactment of this law, and notice of said suit, if required, shall be sufficient if given within 180 days from the enactment of this law; and
- c. all civil causes of action which may be pending in any court on the effective date of the original enactment of this law. This law shall not apply to any civil causes of action that have gone to final judgment. Final judgment, for the purposes of this section, shall include the disposition of an entire cause of action or the dismissal of any count of the complaint or theory of recovery in such pending action.

12 M.P.T.L. ch. 1 § 7

§ 7. Amendments

- a. Notwithstanding Section 6 of this law, any amendment made to this law shall apply only to claims filed subsequent to the date of enactment of the amendment. (June 4, 2002)
- b. The amendments to this law made pursuant to TCR122702 of 02 shall be applicable to claims pending and accruing as of the enactment date of the Resolution.
- c. The amendments to this law made pursuant to TCR081519-01 of 01 shall be applicable to claims pending and accruing as of the enactment date of the Resolution.

12 M.P.T.L. ch. 1 § 8

§ 8. Waiver of Tribal Sovereign Immunity for Off-Reservation Automobile Accidents

Any person injured through the negligence of any Mashantucket Pequot Tribal employee while acting within the scope of his/her employment and while operating a motor vehicle shall have a right of action against said employee to recover damages for injuries to person or property sustained in an accident occurring outside the Mashantucket Pequot Reservation. The Mashantucket Pequot Tribe hereby expressly waives its immunity from suit for such claims; provided that the suit is brought in the courts of the state of Connecticut and the suit names the employee, not the Mashantucket Pequot Tribe, as a defendant. This waiver of tribal sovereign immunity from suit is expressly limited to the extent of the Tribe's commercial automobile policy, and is further limited to claims arising after the enactment of this Resolution [TCR021303-01 of 09] and to claims that are pending in the courts of the State of Connecticut on the date of enactment of this Resolution [on February 13, 2003].

CHAPTER 2. FALSE CLAIMS ACT

12 M.P.T.L. ch. 2 § 1

§ 1. Title

This law shall be known and may be cited as the False Claims Act.

12 M.P.T.L. ch. 2 § 2

§ 2. Definitions

a. "Claim" includes any request, application, or demand for money, property, or services made to any employee, officer, or agent of the Mashantucket Pequot Tribe (the "Tribe") and any of its instrumentalities or political subdivisions (including but not limited to Foxwoods Resort & Casino). A Claim may, but need not be made, pursuant to a contract.

b. "Indian" shall mean any person as defined by the same term in 2 M.P.T.L., Chapter 1, Section 2(d) (Criminal Law) of the Mashantucket Pequot Tribal Laws as it may be amended from time to time.

c. "Knowing" and "knowingly" means that a person, with respect to information, does any of the following:

(1) Has actual knowledge of the information or;

(2) Acts in deliberate ignorance of the truth or falsity of the information; or

(3) Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required under this definition.

d. "Person" includes any natural person, corporation, firm, association, organization, partnership, limited liability company, business, or trust.

§ 3. False Claims

a. The term to make a "False Claim(s)" means:

- (1) to knowingly present, or cause to be presented to the Tribe, a false or fraudulent claim for payment or approval;
- (2) to knowingly make, use, or cause to be made or used, a false record, statement, pay application or Change Order request, to get a false or fraudulent claim paid or approved by the Tribe;
- (3) to knowingly conspire to defraud the Tribe by getting a false or fraudulent claim allowed or paid by the Tribe;
- (4) has possession, custody, or control of property or money used, or to be used, by the Tribe and knowingly delivers or causes to be delivered, less property than the amount for which the person receives a certificate or receipt;
- (5) is authorized to make or deliver a document certifying receipt of property on behalf of the Tribe, and knowingly makes or delivers a receipt that falsely represents that the property was received without reasonably knowing that the information on the receipt is true;
- (6) knowingly buys, or receives as a pledge of an obligation or debt of the Tribe from an officer, tribal member, or employee of the Tribe who lawfully may not sell or pledge the property;
- (7) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Tribe;
- (8) is a beneficiary of an inadvertent submission of a false or fraudulent claim to the Tribe, and who subsequently discovers the falsity of the claim, and who fails to disclose the false or fraudulent claim to the Tribe within a reasonable time after discovery thereof; or
- (9) knowingly makes a false statement that reasonably causes the Tribe to investigate or expend funds to prove or disprove the statement.

§ 4. Investigation, Civil Action and Criminal Prosecution

a. The Office of Inspector General or the Internal Audit Department (the "Investigator") of the Tribe shall diligently investigate an alleged violation of this law.

b. In the event that the investigator finds that it is more likely than not that a person has violated or is violating this law then the investigator shall make a full report to the Office of Legal Counsel. The Office of Legal Counsel, or their designee, may bring a civil action on behalf of the Tribe against the person who allegedly made the False Claim, may decline to bring an action or may require additional investigation to support an action. The Office of Legal

Counsel may also refer the matter to the tribal prosecutor with the recommendation that a separate criminal action be brought.

c. In the event that a False Claim has been made by an Indian, then the Office of the Tribal Prosecutor, may, in addition to the remedy provided by subsection (b) of this section, may bring a separate criminal action.

d. Individuals may not bring an action to enforce the provisions of this law.

12 M.P.T.L. ch. 2 § 5

§ 5. Jurisdiction

a. The Mashantucket Pequot Tribal Court (the "Court") shall have exclusive jurisdiction to hear matters arising under this law.

b. There shall be no right to trial by jury for civil actions brought under this law.

c. In any civil action brought under this law, the Tribe shall be required to prove the cause of action, including damages, by a preponderance of the evidence.

d. No civil action may be brought under this law more than 6 years after the date on which the False Claim was allegedly made.

12 M.P.T.L. ch. 2 § 6

§ 6. Civil Penalties

The Court may assess a civil penalty, which shall include the amount of actual damages, of not less than two times and not more than ten times the amount of damages which the Tribe sustained or likely would have sustained because of the False Claim.

12 M.P.T.L. ch. 2 § 7

§ 7. Criminal Penalties

a. If an Indian files a False Claim in an amount greater than \$5,000 they may, in addition to any civil action, be incarcerated for a term not to exceed one year for each False Claim. A finding of guilt shall be supported by a finding that the False Claim was made beyond a reasonable doubt. In the event that the person incarcerated is a member of the Mashantucket Pequot Tribal Nation then the penalty and/or cost of incarceration shall be deducted from that tribal member's future incentive payment or payroll in an amount not to exceed one third of the said compensation until the amount of the penalty and/or cost of incarceration is paid in full.

b. Upon a plea of guilty or no contest the Court may modify or otherwise limit any penalty based upon the fact that the person committing a violation of this subsection:

- (1) fully cooperated with tribal authorities charged with investigation of False Claims against the Tribe (provided that a prosecution for the False Claim has not occurred at the time the information is first offered);

(2) provides restitution to the Tribe in double the amount of the False Claim within 30 days of notice of an investigation into a False Claim; and

(3) has submitted a False Claim in an amount less than \$10,000.

c. Liability under this section shall be joint and several for any act committed by two or more persons.

12 M.P.T.L. ch. 2 § 8

§ 8. Reward

a. Any person who supplies direct information to the Tribe, which is not already known to the Tribe, and which results in a successful prosecution of any person filing a False Claim, provided that the recovery is in excess of \$5,000, such person shall be entitled to a reward equal to 15% percent of any amount actually recovered by the Tribe, including but not limited to the amount of any fine or other levy imposed by the Tribal Court. The maximum amount that may be awarded pursuant to this provision is \$20,000.

b. In the event that two or more persons supply the initial information the reward provided in this section shall be equitably awarded by the Court. In no event will the reward paid by the Tribe exceed 15% as provided in this section.

c. The Office of Legal Counsel may settle any action brought under this law and any such determination of the Office of Legal Counsel shall be final. Individuals who are or may be entitled to a reward under this law shall have no standing to challenge or otherwise object to the decision of the Office of Legal Counsel regarding any such settlement.

d. No person shall be eligible for a reward if:

(1) the information supplied is a part of an audit, report or other investigation commenced by the Tribe;

(2) the claimant has participated in the development, submission, approval, or attempted approval of the False Claim; or

(3) if the claimants are an employee or consultant of the Tribe and, as a normal part of their duties, they would reasonably be required to guard against the False Claim.

e. No person who collects a reward or otherwise assists in the development of the prosecution of a False Claim pursuant to this law may be retaliated against as a result of assisting in the investigation or testifying in any hearing to establish the existence of a False Claim.

LEGISLATIVE HISTORY TO THE CIVIL ACTIONS LAW

13 M.P.T.L. Leg. History

TITLE 12 M.P.T.L. ch. 1 (Enacted February 4, 1997)

Background

According to the Constitution of the Mashantucket Pequot Tribe, the Tribal Council is the legislative body of the Tribe. Constitution, Article VI, § 1. The Judicial Committee is the standing committee of the Tribal Council with responsibility for the initial development and continued review of the laws of the Tribe. Constitution, Article VI, § 8. In determining the meaning of a law and discerning the intent of the legislature, a court will first look to the words of the statute, and, if there is any ambiguity, to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same subject matter. In drafting the Civil Actions Law, the Committee reviewed several issues about the scope of the proposed law's application, particularly with respect to the jurisdiction of the court, the Tribe's sovereign immunity, the types of cases which could be brought, and potential awards and damages authorized thereunder. The purpose of this legislative history is to provide insight into the Committee's discussions and deliberations, and to articulate the intent of the law so that it may be properly interpreted and applied.

A. Jurisdiction of the Tribal Court

The foundation of a court system is its jurisdiction. The federal court system has its jurisdictional foundation in the federal Constitution-likewise with state court systems and the constitutions. The Constitution of the Mashantucket Pequot Tribe, however, does not specifically address the exercise of the Tribe's judicial authority, and, until recently, the Tribal Council had exercised all the judicial powers to the Tribe.

In 1992 the Tribal Council formally established the Mashantucket Pequot Tribal Court "to adjudicate civil disputes that arise on the Reservation involving all persons." Mashantucket Pequot TCR011092-02, codified at 1 M.P.T.L. ch. 1. The Tribal Council provided in that law that tribal court shall have "original and general jurisdiction over all causes of action except as may be limited by the Tribal Council and by federal law." *Id.* The Tribal Council then enacted the Sovereign Immunity Waiver Law which, as indicated by its name, waived the immunity of the Mashantucket Pequot Gaming Enterprise, operating as an arm of the tribal government, for certain negligence and personal injury claims arising on the Gaming Enterprise site. 4 M.P.T.L. ch. 1.

The tribal court's jurisdiction has gradually been expanded to include criminal, traffic, child welfare, family relations, debt collection, and probate matters. Through these legislative actions, the Tribal Council seeks to protect important tribal interests such as promoting the goal of self-government and the overriding goal of encouraging tribal self-sufficiency, accountability and economic development.

The Tribal Council had not previously provided a forum for other civil causes of actions or had specifically authorized the tribal court to hear any cases brought directly against the Tribe. Such cases have been brought in state and federal courts where those courts' jurisdiction over the Tribe and ability to provide a remedy are being tested in light of the Tribe's sovereign immunity and the doctrine of exhaustion of tribal remedies. This immunity is rooted in the unique relationship between the United States government and Indian tribes whose sovereignty substantially predates the federal Constitution. Such immunity is necessary to preserve the autonomous political existence of the Tribe and to preserve tribal assets. The Mashantucket Pequot Tribe considers its sovereignty as a necessary corollary to self-government and further considers the jurisdiction of its tribal court as a principle element of self-government.

Accordingly, the Civil Actions Law establishes several significant jurisdictional components:

a. Subject Matter Jurisdiction. The tribal court will have jurisdiction over all civil causes of action involving any party who has had certain defined significant contacts with the Tribe or on tribal lands, except those causes of action specifically prohibited by tribal or federal law.

b. In Personam Jurisdiction. The Tribal Council will be authorized to exercise jurisdiction over any person or entity who is served with process on the Reservation or who, by presence or activities on tribal lands, is deemed to have consented to the Tribe's jurisdiction. "Tribal lands" is defined as "Indian country" pursuant to 18 U.S.C. § 1151, which includes the Reservation, trust lands, and dependent Indian communities.

c. Sovereign Immunity. The Civil Actions Law provides a limited waiver of the Tribe's sovereign immunity for cases brought against the Tribe in tribal court. This includes cases involving bodily injury or physical harm to a person, loss of personal property caused by the negligence or other tortious acts of the Tribe or of a tribal law enforcement officer, civil rights violations, and any written contract executed by a tribal official within the scope of his or her authority.

B. Negligence and Torts

The Civil Actions Law does not attempt to define the parameters of the court's jurisdiction over particular kinds of civil actions except to the extent they must be founded on negligence or tortious conduct or on a written contract. It is difficult to define all such actions particularly from a policy perspective. Nonetheless, the scope and extent of the tribal court's jurisdiction over these causes of action have been defined to a great extent by the developing body of tribal common law. As a court of general jurisdiction, the tribal court will be available to all litigants who have significant contacts with the Tribe or on tribal lands and to all causes of action founded on negligence or other tortious acts arising from such contacts.

C. Civil Rights

The tribal court will have jurisdiction to adjudicate matters involving the violation of a person's civil rights as defined in the Indian Civil Rights Act, 25 U.S.C. §§ 1301-1303 ("ICRA"). The ICRA imposes certain restrictions somewhat similar to the Bill of Rights and the Fourteenth Amendment of the United States Constitution upon Indian tribes when exercising powers of self-government.

D. The Doctrine of Sovereign Immunity

Indian tribes exercise inherent sovereign authority over their members and their territory. Tribal sovereign immunity protects the Tribe from suit without its consent. The Tribe may waive its immunity from suit and allow itself to be sued, but that waiver must be unequivocally expressed by the Tribe and cannot be implied by the judicial branch. Moreover, such waivers or conditional limitations on the Tribe's immunity from suit must be strictly construed and interpreted liberally in favor of the Tribe. The Gaming Enterprise, as an arm of the tribal government, is cloaked with the same immunity from suit as the tribe itself. By waiving the Gaming Enterprise's immunity from suit, however, the Tribe does not waive its governmental immunity from suit.

Tribal officials also generally enjoy the government's immunity from suit when they act within the scope of the government's authority. Thus, where a tribal

officer or official has been duly authorized to act, that official is cloaked with the same immunity from suit as the Tribe itself.

The Tribe has previously provided an express waiver of the Gaming Enterprise's immunity from suit for certain negligence claims arising on the Gaming Enterprise site and specifically for certain employee rights claims against the Gaming Enterprise. The Civil Actions Law provides a further waiver of the Tribe's sovereign immunity and consent to suit in the tribal court for particular subject matters.

Thus, in keeping with the strict construction of tribal law, waivers of sovereign immunity must be clearly and unequivocally expressed. Such expression is only by action of the Tribal Council through Resolution and cannot be effected by any other independent action. The Tribe has intentionally limited its waiver of immunity from suit to the tribal court and has specifically retained its immunity in any other matters which may be brought against it in any other forum.

E. Damages and Awards

The Civil Actions Law allows for damages to be awarded against the Tribe and maintains the same limits on those damages as those applicable to the Gaming Enterprise.

Consistent with current tribal law, there is no jury trial for actions against the Tribe. In addition, the Civil Actions Law prohibits any award against the Tribe based on strict liability, punitive or exemplary damages, loss of consortium or injunctive relief. The Civil Actions Law also maintains the tribal law applicable to the Gaming Enterprise as the exclusive authority under which to bring an action against the Gaming Enterprise for torts committed on Gaming Enterprise property.

The Civil Actions Law establishes a different statute of limitations than provided by previous tribal law. All written contract actions must be brought within one year after the right of action accrues and for any tort action, the injured party must bring his claim within one year from the date of the act or omission complained of, and for torts the party must file a written notice of the claim with the tribal clerk within 180 days from the date of injury. The Civil Actions Law requires that any contract action in tribal court must be founded on a written agreement, and not an oral agreement. It is also specifically authorizes the tribal court to fashion remedies reasonably required to enforce a judgment. These remedies include attachments, garnishments and execution. The tribal court is expressly prohibited, however, to hear any action relating to a banishment or exclusion. Those actions have been left to the authority of the tribal government. The Tribe will enact a comprehensive enforcement of judgment and remedies law in the near future.

Conclusion

The intent of the Civil Actions Law is to provide a forum to adjudicate any right and provide a remedy for any aggrieved party with significant contacts with the Tribe or tribal lands. The court should employ a strong presumption of tribal court jurisdiction wherever the facts and circumstances indicate such significant contacts. The United States Supreme Court has firmly established a policy of abstention in favor of tribal court jurisdiction. The requirement of exhaustion of tribal remedies is necessary as a matter of comity and respect for tribal forums. Tribal authority over the activities on or relating to tribal lands is an important part of tribal sovereignty. Thus, civil jurisdiction over all such activities presumptively lies in the tribal court unless affirmatively

limited by specific treaty provision or by federal statute or tribal law. Tribal courts play a vital role in tribal self-government. Through this law's expression of the tribal court's jurisdiction as to civil actions, the Tribe further recognizes and achieves an important attribute of its sovereignty.

Historical and Statutory Notes

Derivation.

Effective February 4, 1997, TCR020497-05 enacted the "Civil Actions Law," authorizing certain contract and tort claims to be adjudicated in Tribal Court.

Amendments

Effective April 15, 1998 - TCR041598-04 approved the codification of the Legislative History to the Civil Actions Law to illustrate the purpose and intent of the Law to aid in the Tribal Court's deliberations.

Effective May 16, 2000, TCR051600-03 amended ch. 1 § 1(b) to establish that the Tribal Court has the power to fashion any remedy reasonably required to enforce judgments, consistent with concurrent amendments to the Tribal Court's jurisdiction in Title 1 M.P.T.L.

Effective October 5, 2000, TCR100500-03 amended ch. 1 § 1(b) to include the following language: "Except as may be limited by Tribal or Federal Law, the Tribal Court shall have jurisdiction over all causes of action" to clarify the scope of Tribal Court jurisdiction as addressed in TCR051600-05 and to be consistent with Title 1 M.P.T.L.

Effective June 4, 2002, TCR060402-05 amended ch. 1 § 1(b) to clarify that the Tribal Court has jurisdiction over all civil causes of action and has the power to fashion any equitable or legal remedy.

Effective December 26, 2002, TCR122602-01 amended ch. 1 § 1(b), granting the Tribal Court jurisdiction to determine through a declaratory judgment action the legal sufficiency or validity of a petition presented pursuant to Article VIII, § 1 of the Mashantucket (Western) Pequot Constitution.

Effective November 8, 2012, TCR110812-05 of 05 amended ch. 1 § 1(b), granting the Tribal Court Jurisdiction to hear and decide, through a Declaratory Judgment, matters pertaining to the legal sufficiency or validity of petitions presented pursuant to Articles VII, VIII, and XI of the Constitution.

Effective March 14, 2013, TCR031413-02 of 12 amended ch. 1 §2(b) by adding subsection (8) which imposes a limitation on damages for medical malpractice actions.

Effective August 15, 2019, TCR081519-01 of 01 amended 12 M.P.T.L. to address mode of operation and collateral sources.

TCR040915-01 of 07 amends 16 M.P.T.L. to reserve "Chapter 7. Personal Property Taxes".
TCR063016-02 of 06 amends 16 M.P.T.L. to add (c) to Chapter 6. § 1. Imposition and Rate of Tax.
TCR072519-02 of 02 amends 16 M.P.T.L. to add a meals & beverage tax.
TCR091219-08 of 10 amends 16 M.P.T.L. to address environmental fee and ban on single-use plastic bags.
TCR042822-04 of 04 amends 16 M.P.T.L. to add a Chapter 9. "Mashantucket Pequot Economic Incentive Law"
Amendments to this law are indicated in red.

TITLE 16. GENERAL REVENUE AND TAXATION CODE

CHAPTER 1. ADMINISTRATION

16 M.P.T.L. ch. 1 § 1

§ 1. Office of Revenue and Taxation

The Office of Revenue and Taxation under the control of the tribal Finance Committee is responsible for administering the General Revenue and Taxation Code of the Mashantucket Pequot Tribal Nation. Among other powers, the Office of Revenue and Taxation may issue regulations and make rulings necessary to carry out the Tribe's revenue laws, examine the records of any person liable for sales tax, and require reports from sellers as necessary to enforce the tax.

Contact Information: The mailing address of the Office of Revenue and Taxation is, 110 Pequot Trail ~~Matt's Path~~, P.O. Box 3008, Mashantucket, CT 06338~~9~~-3008. The telephone number is, (860) 396-~~3042175~~.

16 M.P.T.L. ch. 1 § 2

§ 2. Records and Record Keeping

a. The method of accounting used for financial statement purposes must be used to comply with the General Revenue and Taxation Code unless permission is granted by the Office of Revenue and Taxation.

b. Every seller, retailer and person liable to collect any taxes or fees has to keep records for a period of at least three years from the date the return was filed. All of these records are subject to audit.

16 M.P.T.L. ch. 1 § 3

§ 3. Collections and Remittance

a. Retailers are responsible for collecting and remitting sales taxes. Retailers are collection agents and, as such, must register with the Office of Revenue and Taxation, unless the retailer is wholly owned and operated by the Mashantucket Pequot Tribal Nation. A collection agent means any person responsible to collect taxes pursuant to the General Revenue and Taxation Code. A collection agent is liable for uncollected taxes, and therefore, is a taxpayer. The Office of Revenue

and Taxation is authorized to issue registration procedures, forms, and instructions to administer the General Revenue and Taxation Code.

b. All sellers liable for collecting and remitting sales tax must file periodic returns as provided by the Office of Revenue and Taxation.

CHAPTER 2. HOTEL OCCUPANCY

16 M.P.T.L. ch. 2 § 1

§ 1. Definitions

a. "Complimentary" or "Comp" means any provision of goods or services, including rooms, as evidenced by a reward ~~wampum~~ point charge or other similar credit system. For the purpose of this tax any rooms or services provided on a comp basis are considered sales.

b. "Hotel" means any building regularly used and kept open as such for the feeding and lodging of guest.

c. "Gross Receipts" mean the total amount charged for the room and any occupancy-related services. Gross Receipts are deemed to have been received on a daily basis as rooms are rented or services are provided.

d. "Occupancy" means the use or possession, or the right to the use or possession, of any room or rooms in a hotel or lodging house or the right to the use or possession of the furnishings or the services and accommodations accompanying the use and possession of such room or rooms.

e. "Retailer" means any person selling goods or services on the Mashantucket Pequot Tribal Nation's Reservation.

f. "Room" means any room or rooms of any kind in any part or portion of a hotel or lodging house let out for use or possession for lodging purposes.

16 M.P.T.L. ch. 2 § 2

§ 2. Imposition and Rate of Tax

a. For the privilege of the use and occupation of a Room in a Hotel located on the Mashantucket Pequot Reservation for a consideration, a tax is hereby imposed on all use and occupancy of any Room or Rooms and Occupancy-related services at a rate of 15% with respect to each use and occupancy of any Room or Rooms in a hotel or lodging house.

b. The tax shall be imposed upon the Person for whom the Room, goods or services are provided and collected by the provider of the Room, goods or services.

CHAPTER 3. FOOD AND BEVERAGE

16 M.P.T.L. ch. 3 § 1

§ 1. Definitions

a. "Person" means and includes any individual, firm, association, corporation, unincorporated entity, or any other group or combination acting as a unit.

b. "Meals" means food products which are furnished, prepared, or served in such forms and in such proportions that they are ready for immediate consumption.

~~cb.~~ "Sale" and "Selling" mean and include the furnishing, preparing, or serving for a consideration of food, meals or drinks.

de. "Sales Price" means the total amount for which goods or service is sold or the total amount received for any service rendered, whether paid in money or otherwise, without deduction on account except for any item, good or service exempt from taxation. Such total amounts include all of the following:

- (1) any services that are a part of the sale; and
- (2) any amount for which credit is given to the purchaser by the seller unless provided otherwise by regulation; and
- (3) all receipts, cash, credits and property of any kind.

16 M.P.T.L. ch. 3 § 2

§ 2. Imposition and Rate of Tax

a. For the sale of food and beverage in any location on the Mashantucket Pequot Reservation, a tax is hereby imposed at a rate of 6.35% of the total sales price.

b. For the sale of Meals sold at an eating establishment, caterer or grocery store and alcoholic and non-alcoholic beverages dispensed at bars and soda fountains, a tax is hereby imposed at a rate of 1% of the total sales price, in addition to the tax imposed at Section 2(a) of this Chapter 3.

~~cb.~~ The tax shall be imposed upon the Person purchasing the goods or services and collected by the provider of the goods or services.

CHAPTER 4. RETAIL

16 M.P.T.L. ch. 4 § 1

§ 1. Definitions

a. "Person" means and includes any individual, firm, association, corporation, unincorporated entity, or any other group or combination acting as a unit.

b. "Sale" and "Selling" mean and include the ~~sale or lease furnishing, preparing, or serving~~ for a consideration of tangible personal property.

c. "Sale Price" means the total amount for which goods are sold or leased whether

paid in money or otherwise, without deduction on account except for any item, good or service exempt from taxation. Such total amounts include all of the following: (1) any amount for which credit is given to the purchaser by the seller unless provided otherwise by regulation; and (2) all receipts, cash, credits and property of any kind.

16 M.P.T.L. ch. 4 § 2

§ 2. Imposition and Rate of Tax

a. For the Sale of tangible personal property in any location on the Mashantucket Pequot Reservation, a tax is hereby imposed at a rate of 7.35% of the total sales price.

b. The tax shall be imposed upon the Person purchasing the goods and collected by the provider of the goods.

CHAPTER 5. ADMISSIONS

16 M.P.T.L. ch. 5 § 1

§ 1. Definitions

a. "Person" means and includes any individual, firm, association, corporation, unincorporated entity, or any other group or combination acting as a unit.

b. "Admissions Charge" means the amount assessed for the right or privilege to have access to a place or location where amusement, entertainment or recreation is provided.

16 M.P.T.L. ch. 5 § 2

§ 2. Imposition and Rate of Tax

a. There is hereby imposed a tax of 10% on the Admission Charge to any place of amusement, entertainment or recreation located within the Mashantucket Pequot Reservation, except that no tax shall be imposed with respect to any Admission Charge

(1) when the Admission Charge is less than one dollar;

(2) to any event at the Mashantucket Pequot Museum and Research Center;
and

(3) to Mashantucket Pequot bingo events.

b. The tax shall be imposed upon the Person receiving the right or privilege of admission and collected by the provider of the event.

CHAPTER 6. REAL ESTATE HOME OWNERSHIP

16 M.P.T.L. ch. 6 § 1

§ 1. Imposition and Rate of Tax

a. In lieu of the monthly administrative fee (presently \$75) charged to each homeowner, there is hereby imposed a Real Estate Home Ownership Tax at a rate of \$900 per annum, payable at the rate of \$75 per month.

b. The Real Estate Home Ownership Tax shall be payable by every homeowner on the Mashantucket Pequot Nation's Reservation incident to his/her ownership interest in a home under any Tribal Housing Program.

c. The tribal court shall have jurisdiction over all actions brought by the Mashantucket Pequot Tribal Nation to collect unpaid Real Estate Home Ownership Taxes, provided the action is brought within six (6) years of the homeowner's first non-payment of the Real Estate Home Ownership Tax.

CHAPTER 7. PERSONAL PROPERTY TAXES (RESERVED)

16 M.P.T.L. ch. 7.

CHAPTER 8. ENVIRONMENTAL FEES

16. M.P.T.L. ch. 8 § 1

§ 1. Definitions

a. "Single-use bag" means a plastic bag with a thickness of less than four mils that is provided by a retail outlet to a customer at the point of sale. "Single-use bag" does not include:

- (i) A bag provided to contain meat, seafood, loose produce or other unwrapped food items;
- (ii) A newspaper bag; or
- (iii) A laundry or dry cleaning bag.

b. "Retail Outlet" means any retailer that maintains a retail store within the Mashantucket Pequot Reservation and sells tangible personal property directly to the public.

16. M.P.T.L., ch. 8 § 2

§ 2. Imposition of Fee and Ban

Beginning on August 1, 2019, and ending June 30, 2021, each Retail Outlet shall charge a fee of ten cents for each Single-use bag provided to a customer at the point of sale. On and after July 1, 2021, no owner or operator of a Retail Outlet shall provide or sell a single-use bag to a customer. The Office of Revenue and Taxation, in consultation with the Natural Resources Department,

shall modify the General Revenue and Taxation Regulations to carry out the provisions of this Chapter 8.

CHAPTER 9. TAX AGREEMENTS

16 M.P.T.L. ch. 9 § 1

§ 1. Title; Authority; Purpose

This chapter may be cited as the "Mashantucket Pequot Economic Incentive Law." This chapter is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the lawful governing body of the Mashantucket Pequot Tribe, in furtherance of its responsibility for enacting laws that promote the health, welfare and economic security of the Tribe. The Tribal Council has determined that to encourage economic development on and investment within the Reservation, and to counterbalance certain inequities Native American Tribes face which impede economic development on Native American reservations, the Tribe should have the ability to enter into agreements allowing for tax abatements, credits, or other arrangements to: encourage economic development and diversification on the Reservation; create employment opportunities on the Reservation for Tribal Members, other Native Americans, and their families; encourage tourism to the Reservation; and generate revenue to fund government services.

16 M.P.T.L. ch. 9 § 2

§ 2. Definitions

For purposes of this chapter:

a. "Person" means and includes any individual, firm, association, corporation, limited liability company, trust, joint venture, partnership, unincorporated entity, or any other group or combination acting as a unit.

b. "Mashantucket Pequot Reservation" or "Reservation" means the "reservation" as that term is defined in 25 U.S.C. § 1752(7), together with any lands held by the United States government in trust for the Tribe and all other lands subject to the jurisdiction of the Tribe.

c. "Tax" means any sales, use, gross receipts, environmental, ad valorem, excise, or other tax, fee, duty, assessment, levy, or charge of any kind imposed by the Tribe pursuant to this Title or any other Title of the Mashantucket Pequot Tribal Laws.

d. "Tribe" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation.

16 M.P.T.L. ch. 9 § 3

§ 3. Tax Agreements to Encourage Economic Development

a. The Tribe, by passage of a resolution of the Tribal Council, may enter into a written agreement with any Person proposing to engage in economic development activity within the Reservation, whereby the Tribal Council agrees to certain tax abatement if the Tribal Council determines that such tax abatement shall result in the creation of employment opportunities, increased visitation to businesses, or positive economic development for the Tribal community. Tax abatement may take the form of a reduction, deferral, credit, exemption, refund, fixed assessment, or other tax arrangement, whether addressing taxes in whole or in part and whether on a temporary or permanent basis, as the Tribal Council deems appropriate to fulfill the purposes of this Law.

b. The provisions of subsection (a) of this section shall only apply if the Tribal Council decides that the following conditions exist:

1. the party proposing such agreement is investing money into economic development on the Reservation;
2. the proposed development will produce increased opportunities for employment on the Reservation; or
3. the proposed development will produce increased visitation to businesses located on the Reservation.

16 M.P.T.L. ch. 9 § 4

§ 4. Regulations

The Office of Revenue and Taxation shall issue regulations to carry out the provisions of this Chapter 9, including with respect to filing requirements for tax returns subject to any tax abatement.

Historical and Statutory Notes

Derivation.

Effective May 16, 1982, TCR051682-01 adopted a motor vehicle tax for the benefit of MPTN in lieu of collecting and paying automobile taxes to the town of Ledyard.

Effective July 1, 1998, TCR070198-03 enacted Title 16. "General Revenue and Taxation Code"

Amendments.

Effective July 23, 2009, TCR072309-06 of 09 amended 16 M.P.T.L. by increasing the hotel occupancy tax rate by 1% to 13% in ch. 2 §2(a) and the retail tax rate in ch. 4 §2(a).

Effective July 1, 2011, TCR060211-01 of 03 amended 16 M.P.T.L. by increasing the hotel occupancy tax rate 15% in ch. 2 §2(a), increasing the food and beverage tax rate to 6.35% in ch. 3 §2(a), and increasing the retail sales tax rate to 7.35% in ch. 4 §2(a).

Effective April 9, 2015, TCR040915-01 of 07, amended 16 M.P.T.L. to reserve "Chapter 7. Personal Property Taxes."

Effective June 30, 2016, TCR063016-02, amended 16 M.P.T.L. by adding (c) to Chapter 6. \$1, granting tribal court jurisdiction to collect unpaid Real Estate Home Ownership Taxes, as long as action is brought within 6 years of the first non-payment.

Effective October 1, 2019, TCR072519-02 of 02 amended 16 M.P.T.L. by adding the meals and beverages tax rate of 1% ch. 3 § 2(b).

Effective September 12, 2019, TCR091219-08 of 10 amended 16 M.P.T.L. by adding a new Chapter 8. to address an environmental fee and ban on single-use plastic bags.

Effective April 28, 2022, TCR042822-04 of 04 amended 16 M.P.T.L. by adding a new Chapter 9. Entitled "Mashantucket Pequot Economic Incentive Law" offering economic incentives including but not limited to tax abatements and credits.

TCR101019-01 of 06 & TCR062322-04 of 09 amends 19 M.P.T.L.
Amends to this law are indicated in red.

TITLE 19. ESCHEAT AND ABANDONED PROPERTY

CHAPTER 1. DEFINITIONS

19 M.P.T.L. ch. 1 § 1

§ 1. Scope

The definitions in this Chapter shall apply to all actions under this Title.

19 M.P.T.L. ch. 1 § 2

§ 2. Definitions

a. "Abandoned Funds" means cash or cash equivalents ~~that have been abandoned, including, but not limited to, securities, outstanding checks, unredeemed gift certificates and customer deposits,~~. Abandoned Funds do not include ~~and excluding~~ gaming chips or ~~and~~ tokens including any type of, ~~and~~ Racebook, Keno ~~and~~ or slot tickets or tokens.

b. "Abandoned Tangible Property" means ~~anything~~ property with ~~of the~~ a value of One Hundred Dollars (\$100) or more and has been lost or abandoned, including, but no limited to, items or articles of clothing, jewelry, sports equipment, cellular telephones, electronic devices, and computers, but excludes Abandoned Funds.

c. "Apparent Owner" means the person whose name appears on the records of the holder as the person entitled to the funds held by the holder, or his or her legal representative.

ed. "Holder" means ~~any custodian at~~ the Mashantucket Pequot Tribal Nation ("Tribe") or the Mashantucket Pequot Gaming Enterprise ("Gaming Enterprise"), as the case may be, in possession of property or funds subject to this law that belongs to another.

de. "Gaming Enterprise Site" means that area defined in 4 M.P.T.L. ~~The Gaming Enterprise Site does not include the Tanger Outlets at Foxwoods.~~

ef. "President/CEO" means the President and Chief Executive Officer of the Mashantucket Pequot Gaming Enterprise.

fg. "Proper Authority" within the Gaming Enterprise ~~S~~ite means the Security Department's Lost and Found office; outside the Gaming Enterprise ~~S~~ite means the Security Desk in the building, the Mashantucket Pequot Tribal Police, or other authority established by the Tribe.

gh. "Treasurer" means the Treasurer of the Mashantucket Pequot Tribal Council.

~~g. "Property" means anything of the value of \$25 or more, including items or articles of clothing, jewelry, sports equipment, cellular telephones, electronic devices, and computers, but excludes Abandoned Funds.~~

CHAPTER 2. ABANDONED TANGIBLE PROPERTY

19 M.P.T.L. ch. 2 § 1

§ 1. Tangible Property Found On the Gaming Enterprise Site

Property found or located on the Gaming Enterprise Site shall be handled pursuant to the Lost and Abandoned Property policies and procedures of the Gaming Enterprise and, unless provided otherwise in such policies and procedures, shall be delivered to the Proper Authority within 24 hours.

19 M.P.T.L. ch. 2 § 2

§ 2. Tangible Property Found On the Mashantucket Pequot Reservation

a. Duty of Finder. Property found or located on the Mashantucket Pequot Reservation and outside of the Gaming Enterprise Site shall be handled pursuant to the Lost and Abandoned Property policies and procedures of the Tribe, and shall be delivered to the Proper Authority within 24 hours. At the time of delivery to the Proper Authority, the following information shall be obtained:

1. the date, time and place of the finding;
2. the name, address, e-mail address, and telephone number of the finder of the property or, if an employee, the employee's employee identification number and officer number, if applicable; and
3. a description and estimated relative value of the property.

b. Notice of Means of Recovery of Abandoned-Tangible Property. The Proper Authority of the Tribe shall provide its community a general notice indicating the time, place, and manner that lost or abandoned property may be recovered, but it is not required to advertise a description of any property it receives. The Proper Authority of the Tribe shall retain custody of the property for at least Ninety (90) days ~~three months~~ from the date of receipt thereof, unless it is claimed by the owner within the Ninety-day ~~three-month~~ period. Perishable, obnoxious, dangerous or harmful articles may be sold or otherwise disposed of prior to the expiration of the Ninety-day period ~~as soon as practicable~~ on the best terms available and there shall be no claim against the Tribe for such disposal.

c. Restoration to Owner if Claimed. If the owner of the property claims it within the Ninety-day ~~three-month~~ period, the property or the proceeds from the sale or other disposition thereof shall be restored to the owner upon payment or deduction of all proper charges.

19 M.P.T.L. ch. 2 § 3

§ 3. Procedure if Unclaimed Tangible Property

a. If the owner fails to claim the tangible property described in Chapter 2, Section 2 of this law within the Ninety-day ~~three-month~~ period, the property or the proceeds from the sale or other disposition thereof shall become the property of the Tribe if the property was found outside the Gaming Enterprise Site and the property of the Gaming Enterprise if found within the Gaming Enterprise Site.

b. Unclaimed ~~Abandoned Tangible~~ ~~Property~~ at the Gaming Enterprise ~~Site~~ shall be disposed of pursuant to the Gaming Enterprise's Lost and Abandoned Property Policy and Procedures.

c. Unclaimed ~~Abandoned Tangible~~ ~~Property~~ ~~outside the Gaming Enterprise Site elsewhere~~ on the Mashantucket Pequot Reservation may be disposed of by the Proper Authority through sale or other proper means of disposition, provided that a notice of such sale or other means of disposition to the tribal community shall be posted and that such notice shall include:

1. the date and time of the sale;
2. a list and description of all property to be disposed of;
3. a statement that all property to be sold or otherwise disposed of has been abandoned on the Mashantucket Pequot Reservation for at least ~~Ninety (90) days~~ ~~three months~~ and has remained unclaimed by any owner;
4. a statement that the proceeds from the sale or other means of disposition will be ~~used to fund government capital projects as may be approved by Tribal Council. deposited into the Mashantucket Pequot Endowment Trust Fund and the "Silver Lining" Fund.~~

d. The net proceeds from the disposition of the unclaimed ~~Abandoned Tangible~~ ~~Property~~ ~~found outside the Gaming Enterprise Site on the Reservation~~ shall be used to fund government capital projects as may be approved by Tribal Council. ~~Net proceeds from the disposition of unclaimed Abandoned Tangible Property found within the Gaming Enterprise Site shall be used as directed by the President/CEO pursuant to Gaming Enterprise policy and in compliance with any other requirements for Gaming Enterprise expenditures. deposited into the Mashantucket Pequot Endowment Trust Fund and the "Silver Lining" Employee Assistnace Fund in equal amounts.~~

CHAPTER 3. ESCHEAT OR USE OF ABANDONED FUNDS

19 M.P.T.L. ch. 3 § 1

§ 1. Presumption of Abandonment

a. Funds held by the Tribe or the Gaming Enterprise in or for any account are presumed to be ~~A~~abandoned Funds if the account has been inactive for more than three (3) years, unless the owner has made a claim to or otherwise indicated an interest in the funds. The length of time the funds have been held as of the effective date of this law shall be included in determining the three-year period.

b. De minimis Exception. Any account presumed abandoned or one which has become inactive for more than three (3) years which has an amount equal to or less than ~~One Hundred Dollars~~ (~~\$5100~~) shall be considered de minimis and will be exempted from the requirements of this law ~~and becomes the property of the Holder after the three-year period without further notice or procedure.~~

19 M.P.T.L. ch. 3 § 2

§ 2. Duties of Holder of Abandoned Funds

a. Within one (1) year before a presumption of abandonment is to take effect with respect to any funds, the ~~H~~holder shall give written notice to the Apparent Owner thereof by first class mail directed to the Apparent Owner's last-known address, advising that evidence of the Apparent Owner's interest in the funds must ~~shall~~ be indicated to the Holder or the funds will become property of the Tribe or the Gaming Enterprise, as the case may be. If the Apparent Owner of Abandoned Funds is an active employee of the Tribe or Gaming Enterprise and has an active email account with the Tribe or the Gaming Enterprise, send an e-mail to the employee's work e-mail address, ~~the Holder may attach written notice to such employee's current pay stub, if known,~~ in lieu of sending notice by first-class mail-; provided the Holder receives confirmation of receipt of the email. The Holder shall maintain adequate record of all notices given to Apparent Owner evidencing compliance with this Section.

b. Once a presumption of abandonment has taken effect, the Holder shall provide the Treasurer or the President/CEO, as the case may be, with a report indicating the status of the funds held and the status of the inactive account. For Abandoned Funds held by the Tribe, the Holder must report to the Treasurer. For Abandoned Funds held by the Gaming Enterprise the Holder must report to the President/CEO. A copy of ~~this~~ any report issued to the Treasurer shall be provided to the Tribe's Department of Finance and a copy of any report issued to the President/CEO shall be provided to the Gaming Enterprise's Finance Department. Each report shall include:

1. the name, if known, of each person appearing to be the owner of the funds;
2. the dollar amount of the funds;
3. the nature, description and identifying number of the account in which the funds were held; and
4. any other information as the Treasurer or President/CEO may require.

c. Together with the report to the Treasurer or President/CEO, the Holder shall deliver funds that are presumed to be abandoned to the Tribe's Department of Finance or to the Gaming Enterprise's Finance Department.

d. The Treasurer and President/CEO, along with the respective Finance Department ~~Department of Finance~~ shall keep a permanent record of all submitted reports and deposited funds.

19 M.P.T.L. ch. 3 § 3

§ 3. Disposition of Funds Received by Treasurer or President/CEO

~~Any Abandoned Funds reported by a Holder to the Tribe's Department of Finance subject to the provisions of this chapter shall be used to fund government capital projects as may be approved by Tribal Council following the two-year period for a person to make a claim under Section 4a of this Chapter 3. deposited into the Mashantucket Pequot Endowment Trust Fund and into the "Silver Lining" Employee Assistance Fund in equal amounts for the first \$40,000 received per fiscal year. Abandoned funds in excess of \$40,000 per fiscal year shall be deposited entirely into the Endowment Trust Fund up to \$20,000 per fiscal year.~~

Any Abandoned Funds reported by a Holder to the Gaming Enterprise's Finance Department shall be used as directed by the President/CEO pursuant to Gaming Enterprise policy and in compliance with any other requirements for Gaming Enterprise expenditures.

§ 4. Claims for Abandoned Funds

a. Any person claiming an interest in funds subject to the provisions of this Chapter may claim such funds within two years from the date such funds were delivered to the ~~Tribe's~~ Department of Finance ~~or the Gaming Enterprise's Finance Department, as the case may be.~~ That person shall file a written claim with the Treasurer or the ~~Tribal~~ Department of Finance ~~for funds held by the Tribe and with the President/CEO of the Gaming Enterprise Finance Department for funds held by the Gaming Enterprise,~~ setting forth the facts upon which that person claims to be entitled to recover the funds. The Treasurer may prescribe the form that the written claim shall take.

b. The Treasurer ~~or President/CEO~~ or ~~his either's~~ designee shall consider each claim within ~~Ninety~~ (90) days after it is filed. The Treasurer ~~or President/CEO~~ may ~~require the claimant to provide any necessary information and may convene a meeting or hold~~ hearings on any claim, as determined necessary by the Treasurer ~~or President/CEO, as the case may be.~~ The Treasurer ~~or President/CEO~~ shall deliver a decision in writing on each claim heard, with a finding of fact and a statement of the reasons for the decision. Any person aggrieved by a decision of the Treasurer ~~or President/CEO~~ may appeal to the ~~Mashantucket Pequot Tribal Court under the Tribal Administrative Procedures Act, Title 40 M.P.T.L., which review shall be limited to the record before the Treasurer.~~

c. The Treasurer ~~or President/CEO~~ shall pay each claim allowed without deduction for costs and without ~~addition for any claim of interest.~~

d. The procedures of this Section shall be the exclusive remedy available to any person claiming an interest in funds that were delivered to the Department of Finance ~~or the Gaming Enterprise Finance Department~~ under the provisions of this Chapter.

e. All Abandoned Funds remaining unclaimed ~~two (2) years~~ ~~24 months~~ after the date of the report to the Treasurer ~~or President/CEO~~ is filed, as set forth under Section 2(b) of this Chapter, shall become the property of the Tribe ~~or the Gaming Enterprise, as the case may be,~~ and no longer eligible for claim of recovery under this Section.

Historical and Statutory Notes

Derivation.

Effective October 11, 2000, TCR101100-02 enacted the "Escheat and Abandoned Property Law."

Amendments.

Effective December 27, 2001, TCR122701-01 added ch. 3 §1(b), providing a *de minimis* rule that exempts amounts under \$25 from 19 M.P.T.L..

Effective November 4, 2003, TCR110403-07 amended 19 M.P.T.L. ch. 2, to distinguish between the Tribe's and the Gaming Enterprise's processes; ch. 3 §1(b), to increase the *de minimis* exception from \$25 to \$50, and ch. 3 §3, to provide that abandoned funds be deposited into the Mashantucket Pequot Endowment Trust Fund and into the "Silver Lining" Fund, rather than into the general fund for the benefit of victims of tragedies, trauma or disasters.

Effective October 10, 2019, TCR101019-01 amended 19 M.P.T.L. ch. 1 §2 to define "Abandoned Tangible property"; ch. 3 §1(b), to increase the *de minimis* exception from \$50 to \$100, and ch. 3 §3, to provide that abandoned tangible property shall be used to

fund government capital projects, rather than be deposited into the Mashantucket Pequot Endowment Trust Fund and into the "Silver Lining" Fund.
Effective October 10, 2019, TCR062322-04 amended 19 M.P.T.L. by to correct and amend record of TCR101019-01.

TCR040915-03 of 07 amends 23 M.P.T.L ch. 1 § 2 and § 3.
Amendments to this law are indicated in red.

TITLE 23. FOREIGN JUDGMENTS, WAGE EXECUTIONS & SUBPOENAS

CHAPTER 1. RECOGNITION OF FOREIGN JUDGMENTS

23 M.P.T.L. ch. 1 § 1

§ 1. Definitions

The following words and phrases are defined for the purposes of this Title:

a. "Foreign Judgment" means any final judgment of a court or agency of competent jurisdiction in the United States, other than the Mashantucket Pequot Tribal Courts.

b. "Employer" means the Mashantucket Pequot Tribal Nation, its enterprises, governmental divisions or departments thereof, including the Mashantucket Pequot Gaming Enterprise and Pequot Pharmaceutical Network, but does not include any entity owned in whole or part by the Tribe and formed under the laws of any state.

c. "Issuing Tribunal" means the tribunal which rendered the Foreign Judgment.

d. "Judgment Creditor" means a party to whom an obligation is owed under the Foreign Judgment.

e. "Judgment Debtor" means a party who owes and is responsible for payment of an obligation under the foreign judgment.

f. "Tribal Court" means the Mashantucket Pequot Tribal Court.

23 M.P.T.L. ch. 1 § 2

§ 2. Filing of Foreign Judgment. Enforcement

a. Any party seeking to have a Foreign Judgment recognized and enforced in the Tribal Court ~~, may do so by must:~~

(1) ~~Filing~~ File a certified copy of the Foreign Judgment with the Tribal Court ~~Clerk;~~

(2) ~~Filing~~ File an application for registration and enforcement of the Foreign Judgment. The application shall contain a certification to the Court that the Foreign Judgment is final, and that said Judgment has not been modified, altered, amended, set aside or vacated, and that the enforcement of the Foreign Judgment has not been stayed or suspended. The ~~certification~~ application shall set forth the full name and last known address of the Judgment Debtor and the name ~~and address~~ of the Issuing Tribunal; ~~and~~

~~(3) Filing with the Tribal Court proof that the filings required by subsections 1 and 2 above, have been sent via certified mail or~~

~~personally served upon the party against whom the Foreign Judgment will be enforced; and~~

~~(3) (4) Payment of~~ Pay a fee of \$50.00 to the Tribal Court Clerk; and,

(4) Serve a summons and a copy of the Foreign Judgment ~~until the~~ and application on the judgment Debtor pursuant to §3.

~~b. The Tribal Court shall not act upon any Foreign Judgment until the expiration of 20 days from the filing of the items required by subsections (a) (1) (4) above. A party may file an objection to the recognition and enforcement of a Foreign Judgment within 20 days from the filing of the items required by subsections (a) (1) (4)~~

23 M.P.T.L. ch. 1 § 3

§ 3. Notification

a. ~~Within five days after~~ With the filing of such Foreign Judgment and ~~certification application for registration and enforcement~~, the Judgment Creditor or the Judgment Creditor's attorney shall present a summons to the Tribal Court Clerk for signature ~~and shall notify~~.

b. The summons and copy of the application and Foreign Judgment must be served upon the Judgment Debtor ~~of the filing~~ either by (1) personal service pursuant to Rule 4 of the Mashantucket Pequot Rules of Civil Procedure; or, (2) registered or certified mail, signed receipt requested, at the Judgment Debtor's last known address~~er~~.

c. If the Judgment Debtor fails to sign for the registered or certified mail service, then the Judgment Creditor shall provide said summons and documents by personal service pursuant to Tribal law. ~~The Court shall not act on any Foreign Judgment for a period of 20 days from the filing thereof, and no~~, as provided in Rule 4 of the Mashantucket Pequot Rules of Civil Procedure.

d. No action to register or enforce such judgment shall be taken until 20 business days after proof of service of the Foreign Judgment, application, and summons has been filed with the Court. A party may file an objection to the application for recognition and enforcement of a Foreign Judgment within 20 business days from the filing of proof of service.

23 M.P.T.L. ch. 1 § 4

§ 4. Stay of Proceedings; Modifications; Hearings

a. If either party files an affidavit and supporting documents from the Issuing Tribunal that an appeal from the Foreign Judgment is pending in a foreign jurisdiction or that a stay of execution has been granted, the Court shall stay enforcement of the Foreign Judgment until the appeal is concluded or the stay.

Historical and Statutory Notes

Derivation.

Effective May 29, 2007, TCR052907-07 the "Foreign Judgment and Subpoena Law", Title 23 M.P.T.L.

Amendments.

Effective November 17, 2011, TCR111711-01 of 02 amended ch. 1 §2(a) (4) by increasing fee to \$50.00

Effective April 9, 2015, TCR040915-03 of 07 amended 23 M.P.T.L. ch. 1 § 2 and § 3 to clarify the filing and service process of Foreign Judgments.

**TCR072723-01 Made Amendments to 24 M.P.T.L. ch 6. § 36
Amendments to this law or indicated in red.**

TITLE 24. PROBATE LAW

CHAPTER 6. DECEDENTS' ESTATES

24 M.P.T.L. ch. 6 § 36

§ 36. Beneficiary Designation Exempt from Laws Governing Transfer by Will

The designation in accordance with the terms of:

1. an insurance, annuity or endowment contract, or of any agreement issued or entered into by an insurance company in connection therewith, supplemental thereto or in settlement thereof; or
2. any thrift plan, savings plan, pension plan, profit-sharing plan, death benefit plan, stock bonus plan, employee stock ownership plan, retirement plan including a self-employed retirement plan, qualified cash or deferred arrangement which is part of a profit-sharing plan or stock bonus plan, individual retirement account, annuity or bond or simplified employee pension plan; or
3. any tribal government issued benefit successor form, including a Housing Successor Designation Form issued pursuant to 27 M.P.T.L., of any person to be a beneficiary or owner of any right, title or interest thereunder upon the death of another, shall not be subject to any law governing the transfer of property by will, even though such designation is revocable by the person who made it, or the rights of such beneficiary or owner are otherwise subject to defeasance.

Historical and Statutory Notes

Derivation.

Effective August 28, 1996, TCR082896-03 enacted 24 M.P.T.L. the "Mashantucket Pequot Probate Code".

Amendments.

Effective June 29, 1999, TCR062999-04 amended 24 M.P.T.L. to include jurisdiction over probate matter for all residents of the Reservation.

Effective December 29, 2004, TCR122904-02 amended 24 M.P.T.L. to include inheritance and probate matters of Tribal Members.

Effective June 7, 2005, TCR060705-02 amended 24 M.P.T.L. ch.4 § 4 adopting the "Uniform Prudent Investor Act".

Effective May 5, 2009, TCR050509-01 amended 24 M.P.T.L. to recognize special needs trusts.

Effective July 27, 2023, TCR072723-01 amended 24 M.P.T.L. ch 6. § 36 to clarify that tribal government issued benefit successor designation forms be treated as other beneficiary designations, exempt from laws governing transfer by will.

TCR060816-02 of 04 made amendments to Title 27 M.P.T.L. ch. 2 §1(c) & §4(c).
TCR110217-01 of 07 made various amendments to Title 27 throughout.
TCR072723-01 of 03 made various amendments to 23 M.P.T.L.
Amendments to this law are indicated in red.

TITLE 27. LAND ASSIGNMENT LAW

CHAPTER 1. PURPOSE; POLICY; DEFINITIONS

27 M.P.T.L. ch. 1 § 1

§ 1. Title

The title of this Law shall be the ~~Tribal~~ Land Assignment Law of the Mashantucket (Western) Pequot Tribal Nation. ~~Its short title shall be the Land Assignment Law.~~

27 M.P.T.L. ch. 1 § 2

§ 2. Purpose

The purpose of this Land Assignment Law is to establish uniform policies and procedures for the Tribe's grant by Assignment to Eligible Tribal Members of certain rights to enjoyment, use, development, and transfer of certain specified lands located within the Mashantucket (Western) Pequot Reservation for residential purposes only. Further, the purpose of this Land Assignment Law is to define the rights so granted by the Tribe to Tribal Members with respect to Assignments including, but not limited to, the right to pledge a security interest in the same pursuant to the terms of a Loan Program.

27 M.P.T.L. ch. 1 § 3

§ 3. Tribal Residential Land Assignment Policy

It is hereby declared that the ~~Land Assignment~~ Policy of the Tribe shall be to retain and regain in trust status all lands as now or may in the future constitute "settlement lands" as that term is defined in the Mashantucket Pequot Connecticut Indian Land Claims Settlement Act, 25 U.S.C. § 1752(4); that such settlement lands be under the exclusive jurisdiction and sovereign authority of the Tribe; and that all lands under the jurisdiction and sovereign authority of the Tribe be managed in such a way that preserves and protects the long term interests of the Tribe and its Tribal Members; that the grant of Assignments to individual Tribal Members and the vesting in such Tribal Members of certain limited rights of residential use and occupancy and of pledge and transfer as hereafter provided, will promote the interests of the Tribe and its Tribal Members.

27 M.P.T.L. ch. 1 § 4

§ 4. Definitions

In construing the provisions of this Land Assignment Law, the following words or phrases shall have the meanings designated unless a different meaning is expressly provided, or the context clearly indicates otherwise:

a. "Assignee" means an enrolled individual Tribal Member or enrolled Tribal Members to whom an Assignment is conveyed in accordance with the provisions of this Land Assignment Law.

b. "Assignment" means the real property located on the Reservation to which Assignment Rights are made appurtenant and vested in an Assignee pursuant to 27 M.P.T.L., Land Assignment Law expressly including the following:

1. any tract of land located within an Assignment Area described in, or delineated on, a Survey as suitable for the construction of a Dwelling; and
2. such tract of land so described or delineated together with any Dwelling now or hereafter located thereon; and
3. such other improvements as are now or hereafter made to such tract of land or to such Dwelling by an Assignee in accordance with Tribal Law for the benefit only of such Assignment.

c. "Assignment Area" means the Initial Assignment Area and that portion or those portions of the Reservation as the Tribal Council shall, from time to time, designate by resolution as subject to 27 M.P.T.L., Land Assignment Law.

d. "Assignment Conveyance" means the conveyance to an Assignee of an Assignment and the Assignment Rights appurtenant thereto.

e. "Assignment Mortgage" means a mortgage or other Instrument executed by an Assignee to the benefit of a Loan Program Lender, granting to such lender a security interest in an Assignment. Any mortgage or other Instrument purporting to grant a security interest in an Assignment or in a Dwelling that is not made pursuant to the terms of a Loan Program shall be deemed null, void and of no effect.

f. "Assignment Rights" means those rights appurtenant to an Assignment as specified in 27 M.P.T.L., ch. 2.

g. "Certificate of Assignment" means the written instrument by which an Assignment Conveyance is made.

h. "Certificate of Compliance" has the meaning as set forth in 27 M.P.T.L. ch. 5 § 5.

i. "Certificate of Conveyance" means any document issued by the DOH or the Tribe pursuant to Tribal Law and/or tribal custom which evidences that a named Tribal Member(s) has satisfied all financial obligations of such Tribal Member to the Tribe arising under an Occupancy Agreement and is therefore acknowledged by the Tribe to have certain rights to occupy the Dwelling, subject to any conditions and/or requirements of Tribal Law and custom. A Certificate of Conveyance shall not be deemed an Assignment Conveyance unless and until a Certificate of Assignment evidencing an Initial Assignment ~~C~~onveyance to an Assignee is Recorded.

j. "Department of Housing" ~~or (herein "DOH")~~ means the Mashantucket Pequot Department of Housing, a department n instrumentality of the Tribe charged with the responsibility of administering this 27 M.P.T.L., Land Assignment Law pursuant to Chapter 1 § 3.

k. "Dwelling" means a house, apartment, condominium, mobile or manufactured home, or other residential unit as permitted by 14 M.P.T.L. Land Use Law and

applicable Zoning Regulations, located in the Assignment Area. No residential unit located outside of the Assignment Area shall be considered a Dwelling for purposes of this Assignment Law.

l. "Eligible Tribal Member" has the meaning as set forth in 27 M.P.T.L. ch. 2 § 1.

m. "Good Standing" means not banished.

n. "Housing Successor Designation Form" means a properly executed Housing Successor Designation Form signed by the Assignee and filed with the Department of Housing naming

1. An Eligible Tribal Member as beneficiary of the Assignment; or
2. A Surviving Spouse, Surviving Adopted Child(ren), or Tribal Member Dependent Child, only to the extent permitted by 29 M.P.T.L., the Non-Tribal Member Surviving Spouse Law.

~~no.~~ "Initial Assignment" means any Assignment Conveyance in which the Tribe is the grantor or assignor.

~~op.~~ "Initial Assignment Area" means the geographic area denominated Tribal Housing Phase 7A as described in TCR030104-01 of 03.

~~oq.~~ "Instrument" means any writing or document evidencing or affecting:

1. The Assignment Rights of an Assignee in and to an Assignment including, but not limited to, a Certificate of Assignment, **Housing Successor Designation Form**, and a license of such rights as permitted under 27 M.P.T.L., Land Assignment Law;
2. The rights of a Tribal Member in and to a Dwelling that is not an Assignment, including, but not limited to, an Occupancy Agreement and a Certificate of Conveyance;
3. The rights of a Loan Program Lender in and to an Assignment including, but not limited to, an Assignment Mortgage; **and**
4. The rights of the Tribe in and to an Assignment or Dwelling. ~~;~~ ~~and~~

~~or.~~ "Loan Program" means any loan program, such as Housing and Urban Development ("HUD") Section 184 or Fannie Mae Loan Guarantee programs, as the same may be approved by resolution of the Tribal Council.

~~os.~~ "Loan Program Lender" means any lender making a loan to an Assignee secured by an Assignment Mortgage, together with any permitted Assignee of, or successor to such lender as provided for by the terms of the Loan Program pursuant to which such loan is made.

ot. "Occupancy Agreement" means a written agreement between the Tribe and a Tribal Member conferring rights to occupy a Dwelling pursuant to a hHousing Program. An Occupancy Agreement shall not be deemed an Assignment Conveyance unless and until a Certificate of Assignment evidencing an Initial Assignment conveyance to an Assignee is Recorded.

~~ou.~~ "Program" means any program heretofore established or authorized by the Tribal Council for the purpose of providing Tribal Members an opportunity to occupy and enjoy a Dwelling and, pursuant to the terms of such Program, to qualify for a Certificate of Conveyance upon the discharge of certain financial and other obligations. Programs include, but are not limited to, the program

known as the Alternative Housing Program or Lease with the Option to Purchase Program.

~~s. "Occupancy Agreement" means a written agreement between the Tribe and a Tribal Member conferring rights to occupy a Dwelling pursuant to a Housing Program. An Occupancy Agreement shall not be deemed an Assignment Conveyance unless and until a Certificate of Assignment evidencing an Initial Assignment conveyance to an Assignee is Recorded.~~

~~uv.~~ "Recording", "Record", and "Recorded" shall mean the act of recording an Instrument as a public document in accordance with 27 M.P.T.L ch. 5.

~~vw.~~ "Reservation" means the Mashantucket (Western) Pequot Reservation, which shall include all lands held in trust by the United States of America for the benefit of the Mashantucket (Western) Pequot Tribe.

~~wx.~~ "Survey" means such maps, surveys, or other documentation defining and delineating an Assignment Area and the Assignments therein established as is certified and adopted by either the Tribal Council or the Housing Committee of the Tribal Council ~~—~~for purposes of this Land Assignment Law and duly Recorded.

~~*y.~~ "Tribal Clerk" refers to the Office of the Tribal Clerk of the Tribe.

~~yz.~~ "Tribal Council" or "Council" means the Mashantucket Pequot Tribal Council, the governing body of the Tribe.

~~zaa.~~ "Tribal Court" means the courts established by the Laws of the Tribe.

~~aabb.~~ "Tribal Law" means all laws, resolutions, regulations, ordinances or other form of action by the Tribal Council, and such regulations and policies as are duly adopted by a department of the Tribe in accordance with Tribal Law.

~~bbcc.~~ "Tribal Member" means an individual who is an enrolled member of the Tribe in ~~g~~Good ~~s~~Standing.

~~eedd.~~ "Tribe" means the Mashantucket (Western) Pequot Tribe as recognized by the United States of America and also known as the Mashantucket Pequot Tribal Nation.

CHAPTER 2. ASSIGNMENT

27 M.P.T.L. ch. 2 § 1

§ 1. Eligible Tribal Members

Initial Assignments and Assignment Conveyances may only be made to Eligible Tribal Members. An Eligible Tribal Member is a person who:

a. Is an enrolled Tribal Member as defined in 27 M.P.T.L. ch. 1 § 4(~~c~~~~cb~~);

b. Is at least 18 years of age or, if below the age of 18, has a guardian or conservator who has been appointed by the Tribal Court;

~~c. Is not currently an Assignee under a prior Assignment Conveyance Does not~~

currently have an interest in more than one (1)_tribal home as determined by the DOH in accordance with Tribal Council Resolution;

d. Has not suffered the cancellation, forfeiture or termination of a prior Assignment Conveyance;

e. Has not suffered divestiture of Assignment rights previously granted arising out of the enforcement by a Loan Program Lender of its rights under an Assignment Mortgage; and

f. Is financially capable as determined by DOH.

27 M.P.T.L. ch. 2 § 2

§ 2. Rights Conveyed by Assignment Conveyance

a. The due execution, delivery, and Recording of a Certificate of Assignment shall vest in the Assignee therein named, the right to occupy and exercise dominion and control over the Assignment therein identified to the exclusion of the rights of other Tribal Members subject to the following:

1. The rights of the United States of America as fee title owner of the Reservation for the benefit of the Tribe;
2. The rights of the Tribe to assert its inherent police power with respect to Assignees, Assignments, Dwellings and the uses thereof including, but not limited to, the adoption of Tribal Laws relating to land use control, building codes, and similar Tribal Laws whether of general application to the Reservation or to portions of the Assignment Area;
3. The rights of the Tribe to tax Assignees, Assignments and/or Dwellings;
4. The rights of the Tribe to terminate an Assignment for cause pursuant to 27 M.P.T.L., ch. 3;
5. The rights of a Loan Program Lender arising under an Assignment Mortgage;
6. The rights of the Tribe for access over, under, into, and upon any Assignment or Dwelling as may be necessary for governmental activities of the Tribe including, but not limited to, the provision of utilities for the benefit of Tribal Members;
7. The rights of the Tribe in and to all timber, water, water courses, minerals, sand, gravel, and other natural resources located on the Reservation, which rights are reserved to the Tribe to be managed in accordance with Tribal Laws; and
8. The rights of the Tribe in and to all ceremonial, burial, and sacred grounds, as they may be identified by the Tribal Council from time to time.
9. The rights of the Tribe as expressly reserved to the Tribe in any

Certificate of Assignment, or otherwise appearing of record, in accordance with the provisions of any applicable Federal Law, including without limitation, any restriction imposed in accordance with any applicable provisions in the Native American Housing Assistance and Self Determination Act of 1996.

The foregoing rights, as so limited, constitute "Assignment Rights" of an Assignee when conveyed by a Recorded Certificate of Assignment.

b. The Assignment Rights of an Assignee shall include the joint use and occupancy of the Assignment by the spouse and children or step-children of the Assignee, constituting the Assignee's immediate family, and such other persons as may from time to time be permitted by DOH. The joint use and occupancy of the Assignment by any non-Tribal Member or of any such other persons shall at all times be deemed derivative of the rights of the Assignee under the Assignment.

27 M.P.T.L. ch. 2 § 3

§ 3. Rights Conveyed by Assignment Mortgage

a. The due execution and delivery of an Assignment Mortgage by an Assignee shall vest in the Loan Program Lender therein named, a valid security interest in and to such Assignee's Assignment and Assignment Rights. The security interest thereby granted is enforceable in Tribal Court pursuant to the provisions of 25 M.P.T.L., Foreclosure and Eviction Law and in accordance with the terms of such Assignment Mortgage. Any term of an Assignment Mortgage shall be deemed void and not enforceable if it is:

1. Contrary to the terms and conditions of the Loan Program pursuant to which it is made; or
2. Contrary to the provision of any Tribal law in effect at the time the Assignment Mortgage was executed. The right of a Loan Program Lender arising under an Assignment Mortgage expressly constitutes a "Security Interest" as that term is defined in 25 M.P.T.L.

b. The security interest in an Assignment granted to a Loan Program Lender shall be perfected by Recording the Assignment Mortgage Instrument.

c. Any purported security interest granted in an Assignment or a Dwelling to the benefit of other than a Loan Program Lender pursuant to a Loan Program shall be deemed null, void, and of no effect.

27 M.P.T.L. ch. 2 § 4

§ 4. Conveyance of Assignment

An Assignee shall have the right to convey, grant, assign, transfer, pledge, or encumber the Assignee's Assignment only as follows:

a. **By an Assignment** Conveyance by an Assignee to another Eligible Tribal Member

or Eligible Tribal Members of such Assignee's Assignment Rights in and to an Assignment, ~~and~~ whether for value received or by gift;

b. By a Housing Successor Designation Form. Recording of such Housing Successor Designation Form with the Tribal Clerk upon the Assignee's death shall be deemed a transfer of Assignee's Assignment, or a conveyance of an Occupancy Interest under Title 29, as the case may be.

c. In the absence of a Housing Successor Designation Form:

1. Conveyance of a deceased Assignee's Assignment to an Eligible Tribal Member or Eligible Tribal Members pursuant to the terms of such deceased Assignee's will as probated in the Tribal Courts or otherwise by operation of the intestacy laws of the Tribe as determined by the Tribal Courts;
2. Conveyance of an Occupancy Interest in a deceased Assignee's Assignment by will or intestacy to a Surviving Spouse, a Surviving Adopted Child and/or a Surviving Tribal Member Dependent Child to the extent permitted by 24 M.P.T.L., Probate Law, and 29 M.P.T.L., Non-Tribal Member Surviving Spouse & Adopted & Dependent Child Law;

d. In accordance with an order of the Tribal Court, conveyance of an Assignee's Assignment to a guardian or conservator for an Eligible Tribal Member or Eligible Tribal Members who are incapable or have not reached the age of majority;

e. Granting of a security interest in an Assignment to a Loan Program Lender pursuant to the terms of an Assignment Mortgage;

f. License or other grant by an Assignee to an Eligible Tribal Member or Eligible Tribal Members of less than all of such Assignee's Assignment Rights, including, but not limited to, rights to occupy an Assignment provided such license or other grant is evidenced by an Instrument countersigned by DOH indicating its approval and then Recorded prior to the date such grantee is entitled to exercise such rights.

Unless expressly permitted above or as otherwise may be permitted by Tribal Law, any purported conveyance, grant, assignment, transfer, pledge, or encumbrance of an Assignee's rights, arising under an Assignment Conveyance held by such Assignee, shall be null, void, and unenforceable. Upon Recording an Instrument evidencing a permitted conveyance of an Assignment, the Eligible Tribal Member to whom the Assignment is conveyed shall be the Assignee for all purposes of this Assignment Law.

Except as expressly permitted under this Law with respect to the rights of a Loan Program Lender, any purported Assignment to a corporation, limited liability company, limited partnership, or entity other than a natural person, whether the same is wholly owned or controlled by an Eligible Tribal Member or Eligible Tribal Members and whether or not the same is chartered or created under Tribal Law, shall be null, void and of no effect.

27 M.P.T.L. ch. 2 § 5

§ 5. General Provisions

- a. The Scope of this Land Assignment Law. The provisions of this Land Assignment Law with respect to Assignments shall apply only to those areas of the Reservation described or delineated in a Survey and designated as an Assignment Area by resolution of Tribal Council. No Assignment relating to any portion of the Reservation not located within an Assignment Area shall be valid.
- b. Limitations on Application. In no event shall the provisions of this Assignment Law be deemed to apply to the area of the Reservation designated as the Gaming Enterprise Site in 4 M.P.T.L. ch. 1 § 1(b) nor shall such area be designated as an Assignment Area.
- c. Conflict. In the event of a conflict between the provisions of this 27 M.P.T.L., Land Assignment Law and the provisions of any other Tribal Laws affecting the subject matter hereof, the provisions of this Land Assignment Law shall control.
- d. No Assignment Area shall by resolution of the Tribal Council or otherwise lose its designation as such, it being the intent and purpose of this Law that such designation shall be of a continuing and perpetual nature.
- e. The Tribal Court shall have exclusive jurisdiction over any matter, claim, or dispute arising out of, or in any way related to, an Assignment, a Dwelling, a Certificate of Assignment, an Occupancy Agreement, a Certificate of Conveyance or otherwise related in any way to the rights and obligations of any person relative to an Assignment or a Dwelling; ~~and~~
- f. The Tribal Court shall have the authority to direct the use of an Assignment and occupancy of a Dwelling by other than the Assignee to the extent necessary for the enforcement of Tribal Law in harmony with the purposes and intent of 27 M.P.T.L., Land Assignment Law.

CHAPTER 3. ENFORCEMENT; TERMINATION OF ASSIGNMENT

27 M.P.T.L. ch. 3 § 1

§ 1. Enforcement of Assignee's Obligations by the Tribe

- a. The Tribe, acting directly, or by or through the DOH, may seek in Tribal Court the enforcement of any provision of this Land Assignment Law and enforcement of the terms of any Instrument in which the Tribe has an interest including, but not limited to, a Certificate of Assignment. The foregoing notwithstanding, unless pursuant to the rights of the Tribe arising under the terms of any Loan Program pursuant to which an Assignment Mortgage is made, only the Loan Program Lender or permitted successor or assignee of a Loan Program Lender shall be entitled to enforce its security interest arising under an Assignment Mortgage.
- b. The Tribal Court shall have jurisdiction and authority to hear and adjudicate any enforcement action brought pursuant to this Section.
- c. The Tribal Court shall specifically be authorized to award monetary damages

and to impose such equitable orders as the Tribal Court may deem necessary for the enforcement of Tribal Law in harmony with the purposes and intent of this 27 M.P.T.L., Land Assignment Law.

d. Prior to the commencement of an enforcement action, DOH must provide written notice to the Assignee of any violation and provide a period of not less than 150 and not more than 180 days to cure the violation or violations. If the violation is not cured within the time period stated in such written notice, then the Tribe may commence an enforcement action seeking such remedies as DOH may request. The election by DOH to seek any one or more than one remedy in an enforcement action shall not preclude the Tribe from pursuing any other remedy allowed by Tribal Law including, but not limited to, the termination of an Assignment in accordance with Section 2 of this Chapter.

e. A copy of any notice required under subsection (d) of this Section also shall be sent to any Loan Program Lender or permitted successor or assign as then holds of Record a security interest in the Assignee's Assignment.

27 M.P.T.L. ch. 3 § 2

§ 2. Termination of Assignment Rights by the Tribe

a. In addition to the rights set forth in Section 1 above, and subject to the provisions of this Chapter, the Tribe shall have the right, but not the obligation, to terminate the Assignment Rights of any Assignee upon a determination by ~~DOH or~~ the Tribal Council of good cause shown as that term is defined in subsection (b) of this Section.

b. The following shall constitute good cause for the termination and divestiture of the Assignment Rights of an Assignee in and to an Assignment:

1. An attempt by an Assignee to convey, assign, pledge, mortgage or otherwise transfer Assignee's interest in an Assignment except as expressly provided for in this Land Assignment Law;
2. The failure of any Assignee to use and occupy a Dwelling located on an Assignment as such Assignee's principal place of residence for six or more months in any calendar year, for more than two consecutive calendar years, without written approval of DOH;
3. The banishment and/or exclusion of an Assignee from the Tribe and from the Reservation under Tribal Law and custom;
4. The failure of Assignee to materially abide by Tribal Law as it relates to Assignments, Dwellings, and the public health and safety of persons occupying Assignments or Dwellings; ~~and or~~
5. The failure of an Assignee to commence and/or complete construction of a Dwelling within the time periods provided in ~~Chapter~~ch. 6, §6 of this Land Assignment Law.

27 M.P.T.L. ch. 3 § 3

§ 3. Procedure for Termination

With the exception of terminations pursuant to ch. 3 §2(b)(5), the Tribe shall exercise its rights to terminate Assignment Rights only in accordance with the following procedure:

a. DOH shall give written notice to the Assignee of the violations constituting good cause for termination of Assignment Rights and DOH's intent to seek termination of Assignment Rights, which notice shall contain:

1. The action(s) that must be taken by the Assignee to effect a cure in order to avoid the termination, provided a cure is practicable given the stated grounds for termination and the time allowed for such cure pursuant to subsection (b), below, or a statement that no cure period shall be afforded the Assignee if DOH determines a cure is not practicable given the stated grounds for termination;
2. The specific good cause reason for the intended termination;
3. The date on which the termination is proposed to~~will~~ be effective and a summary of the consequences of such termination;
4. The name, phone number, and address of the person or persons in the Tribe or DOH that may be contacted for further information concerning the termination; and
5. A statement certifying that a copy of this notice has been sent by DOH to any Loan Program Lender who has a security interest in the Assignment affected by notice of intent to seek termination.

b. Provided DOH reasonably concludes a cure is practicable given the stated grounds for termination, DOH shall allow the Assignee a period of not less than 150 days and not more than 180 days to cure or otherwise remedy the condition or conditions constituting the stated grounds for termination.

c. If the cure period so noticed to the Assignee has expired, and the Assignee has not cured the violations supporting the good cause reason for termination, then DOH may request, in writing, that Tribal Council terminate Assignment Rights. Such a request to Tribal Council shall include a detailed description of the violations supporting the good cause reason for termination, the date the notice of such violation was sent to the Assignee, and the cost to the Tribe of such termination including any amounts due the Loan Program Lender and the Assignee, if any, as provided for in Section 4 of this Chapter.

d. The Tribal Council shall review and act upon all requests to terminate Assignment Rights filed with the Tribal Council within 90 days of such filing. In the exercise of its sole discretion, Tribal Council may by resolution terminate an Assignment Conveyance provided such resolution also authorizes the expenditure of any monies reasonably determined by the Tribal Council to be payable to any Loan Program Lender with an interest in such Assignment or to the Assignee subject to termination, if any, all as provided for in Section 4 of this Chapter. If Tribal Council fails to so terminate said Assignment Rights within the time provided for in this subsection (d), whether by affirmative act or by failure to act for any reason, such Assignment shall not be terminated.

e. As to a termination of an Assignment pursuant to ch. 3, §2(b)(5) of this Land Assignment Law, ~~Notwithstanding the above,~~ the Housing Committee is authorized to terminate a Land Assignment upon recommendation of the DOH for failure to commence construction of a Dwelling as provided in ch.3, §2 (b)(5); provided that ~~above,~~ ~~the~~ DOH must provide written notice to the Assignee of its intent to seek termination and an opportunity for the Assignee to be heard by the Housing Committee prior to termination, if requested by the Assignee.

27 M.P.T.L. ch. 3 § 4

§ 4. Payment in Compensation for Termination

As the termination of Assignment Rights is an extraordinary remedy and constitutes a forfeiture and taking of a property right, the Tribe shall not terminate an Assignment with a Dwelling pursuant to the terms of this Chapter unless the Tribe pays to, or on account of, the Assignee so terminated the following sums, only:

a. The Tribe shall pay to any Loan Program Lender, or permitted successor or assign of a Loan Program Lender, all then unpaid sums secured by an Assignment Mortgage of Record encumbering such Assignment. For purposes of this Chapter, such holder of an Assignment Mortgage shall not be entitled to collect from the Tribe any extraordinary sum, fee, or penalty otherwise due by virtue of prepayment as a condition to releasing the lien of such Assignment Mortgage.

b. If the value of any improvements made to the Assignment, including any Dwelling thereon located, exceeds the sums due a Loan Program Lender pursuant to subsection (a) of this Section, the Tribe shall timely pay the Assignee such excess. If the value of such improvements are less than or equal to such sums due a Loan Program Lender, then the Assignee shall receive no direct compensation as a consequence of such termination.

c. If the Assignment is not encumbered by an Assignment Mortgage of Record, the Tribe shall pay the Assignee the full value of the improvements to the Assignment.

d. Any compensation as may be due directly to an Assignee pursuant to this Section shall be subject to the right of set off exercisable by the Tribe for sums due the Tribe by such terminated Assignee.

e. For purposes of this Section, the value of any improvements made to an Assignment shall mean the fair market value of all improvements made to such Assignment as of the date Notice is given pursuant to Section 3(a) above, including any Dwelling thereon located but excluding any value of the land component of the Assignment, as determined in accordance with the valuation procedure set forth in subsection (f) of this Section.

f. The sales price shall be determined by an appraisal process as follows:

1. At its cost, DOH shall engage two appraisers licensed in the State of Connecticut to provide written appraisals of the value of the improvements to the ~~a~~Assignment subject to the termination process;
2. To the maximum extent each appraiser shall determine is appropriate, comparables used in calculating value shall be derived from the values

of improvements located on the Reservation. If in the exercise of any appraiser's professional judgment the use of such comparables are not warranted, the appraiser may use comparable sales information from real estate transfers occurring outside the Reservation. If in the exercise of any appraiser's professional judgment the use of comparables is not warranted, the appraiser shall use such other basis for determining value as the appraiser may deem appropriate; and

3. The value shall be the average of the value determinations set forth in the appraisal reports of the two appraisers, provided the values so found by the appraisers do not vary more than 15%. If variance exceeds 15% DOH, at its cost, shall engage a third appraiser to prepare a third appraisal report. In that event, the value shall be the average of the value determinations set forth in the two appraisal reports as finding the most nearly equivalent values and the value set forth in the most divergent appraisal report shall be disregarded.

g. Nothing contained in this Section shall preclude the Tribe from offsetting against any sum due the Assignee the amount of any obligation of such Assignee to the Tribe, whether or not such obligation has matured or is otherwise then due and payable to the Tribe. In no event shall the Tribe be entitled to so offset against any sum payable pursuant to subsection (d) of this Section.

CHAPTER 4. DELEGATION TO THE MASHANTUCKET DEPARTMENT OF HOUSING (DOH)

27 M.P.T.L. ch. 4 § 1

§ 1. Application of Land Assignment Law

a. The DOH is hereby authorized to oversee and administer the application of 27 M.P.T.L., Land Assignment Law, and, in addition to Tribal Council Officers, to execute, on behalf of the Tribe, Assignment Conveyances to Eligible Tribal Members in accordance with this Law.

b. The DOH shall have primary enforcement powers under this Land Assignment Law and it is authorized to initiate and/or perform all necessary actions under this Land Assignment Law including, but not limited to:

1. The acceptance of applications for Assignments;
2. The ~~determination~~issuance of Eligible Tribal Members ~~certifications of eligibility~~ for Assignments;
3. The determination of Tribal Member priority for the issuance of Assignments;
4. The determination and issuance of corrective actions to address deficiencies in Assignments;
5. The issuance of notices of violations of the laws, regulations, and/or rules governing Assignments and Dwellings; and
6. The issuance of notices of intent to terminate an Assignment Conveyance, and the filing of any and all documents to request such a termination

by Tribal Council or the Housing Committee, as the case may be.

c. The DOH, together with the Office of Legal Counsel, shall have the responsibility and authority to represent the Tribe in actions before the Tribal Court concerning 27 M.P.T.L., Land Assignment Law.

27 M.P.T.L. ch. 4 § 2

§ 2. Develop, Promulgate, and Enforce Regulations

As the Tribal Council shall from time to time authorize and direct, the DOH shall develop, adopt, and promulgate such regulations as DOH determines are needed for the orderly operation of the DOH and the administration of this Land Assignment Law. DOH is expressly delegated enforcement authority with respect to the same.

CHAPTER 5. RECORDING

27 M.P.T.L. ch. 5 § 1

§ 1. Applicability

Any Instrument evidencing any interest in an Assignment or a Dwelling shall be recorded as provided by this Chapter.

27 M.P.T.L. ch. 5 § 2

§ 2. Effect of Recording

An Instrument affecting a Dwelling and/or an Assignment in accordance with this Land Assignment Law shall be notice to all persons and entities of the existence of the transaction or transfer, and of any rights, interests, or liabilities created thereby.

27 M.P.T.L. ch. 5 § 3

§ 3. Priority

Any Instrument affecting any interest in an Assignment or Dwelling recorded in accordance with this Land Assignment Law shall be presumed to have priority over any instrument, lien, or claim not recorded at the time of such recording.

a. No Occupancy Agreement or Certificate of Conveyance executed by or on behalf of the Tribe prior to the enactment of this Land Assignment Law shall be rendered invalid or unenforceable for failure to Record, provided record of its execution is on file in the records of DOH.

b. ~~Any unrecorded Instrument shall be presumed to have priority over any unrecorded Instrument executed thereafter.~~ Any unrecorded Instrument executed by or on behalf of the Tribe shall be presumed to be dated as of the date so executed by the Tribe.

27 M.P.T.L. ch. 5 § 4

§ 4. Recording Process

The Tribal Clerk shall maintain a permanent record of each transaction affecting Reservation lands, including, but not limited to, any actions affecting interests in Assignments and Dwellings in accordance with the following:

a. The Tribal Clerk shall perform the ~~Recording~~ functions under this Land Assignment Law.

b. The Tribal Clerk shall maintain, within its own system of records, a system for the ~~Recording~~ of Instruments and, as may be directed by Tribal Council, other documentation relating to the lands comprising the Reservation.

c. The Tribal Clerk shall ~~Record~~ Instruments only upon the production of a Certificate of Compliance at the time of recording, which Certificate of Compliance shall be recorded immediately prior to the Instrument to be ~~Recorded~~.

d. The Tribal Clerk shall endorse the following upon any Instrument received for ~~Recording~~ under this Land Assignment Law:

1. The date and time of receipt of the Instrument;
2. The filing number, to be assigned by the recording agent, which shall be a unique number for each Instrument; ~~—~~and
3. The name of the individual recording agent or other employee of the Tribal Clerk receiving the Instrument for ~~Recording~~.

e. Upon completion of the above endorsements, the Tribal Clerk shall make a true and correct copy of the Instrument, shall notarize such copy as being a true and correct copy of the original, shall maintain such copy of the Instrument in the ~~Records~~ of the ~~Recording~~ system, and shall return the original of the Instrument to the person that presented the same for recording.

f. The Tribal Clerk shall maintain a Log of each ~~Recorded~~ Instrument, in which there shall be entered:

1. The name of the grantor of each Instrument, identified as such;
2. The name of the grantee of each Instrument, identified as such;
3. The date and time of receipt of the Instrument by the Tribal Clerk;
4. The filing number assigned by the Tribal Clerk;

5. The name of the individual in the Tribal Clerk's Office receiving the Instrument;
6. A description of the Reservation Land, Assignment, or Dwelling which is the subject of the Instrument;
7. A description of the transaction described by the Instrument; and
8. A notation that the Certificate of Compliance has been tendered.

g. The Tribal Clerk shall further establish and maintain an up to date Index of all Instruments recorded by reference to the identification of the Assignment or Dwelling to which it relates, ~~both by Survey designation~~ and by street address.

h. The Index, the Log and the Instruments or copies of the Instruments duly recorded shall be made available for inspection during the Tribal Clerk's regular business hours by Registered Persons in accordance with such reasonable rules as the Tribal Clerk may from time to time adopt. For purposes of this section, a "Registered Person" is a natural person whose name is entered upon a registry created and updated by the Office of Legal Counsel for use by the Tribal Clerk in ascertaining natural persons who have a legitimate need for accessing the Tribal Land Records. The Office of Legal Counsel shall include on such registry the following natural persons as of right:

1. any ~~T~~ribal ~~m~~ember;
2. any employee of the Office of Legal Counsel;
3. any person as may be designated by a member of the Tribal Council;
4. any person as may be designated as an authorized representative of a Loan Program Lender;
5. not more than three persons as may be designated as authorized representatives of a title insurance company that is licensed to do business in the State of Connecticut and requires access to service one or more Loan Program Lenders; and
6. any person who is so empowered by an order of the Tribal Court.

The Tribal Clerk shall be entitled to rely on the registry for purposes of determining who is a Registered Person. Subject to subsection (j) of this section, the Tribal Clerk shall provide Registered Persons with copies and shall upon request certify the same as true and accurate.

i. In lieu of presenting an original Instrument for ~~R~~ecording, any person or entity may present a copy of the same upon which there is an original certification of the DOH Director stating that the copy is a true and accurate copy of the original Instrument and that the original document is lost or otherwise unavailable and the reason thereof.

j. The Tribal Clerk may from time to time establish reasonable ~~R~~ecording fees, copying fees, and fees for the certification of any Instrument ~~R~~ecorded under the recording system established under this Land Assignment Law.

k. Any person wishing to challenge the validity of an Instrument Recorded hereunder may do so by filing an action in the Tribal Court within 30 days of the Recording of said Instrument. An Instrument will be valid unless the Court finds that there was fraud, duress, lack of capacity, or improper execution.

27 M.P.T.L. ch. 5 § 5

§ 5. Certificate of Compliance

Each Instrument submitted for Recording shall be accompanied by a Certificate of Compliance issued by the Tribe's Office of Legal Counsel or such other instrumentality of the Tribe as the Tribal Council may from time to time direct. The issuing party shall issue said Certificate upon an investigation and determination that the form and content of the Instrument to be recorded complies with the requirements of this Land Assignment Law. No Instrument may be recorded by the Tribal Clerk unless the Instrument is accompanied by a valid Certificate of Compliance.

CHAPTER 6. INITIAL ASSIGNMENT AREA; ADDITIONAL ASSIGNMENT AREAS

27 M.P.T.L. ch. 6 § 1

§ 1. Scope of this Chapter

The provisions of this Chapter apply only to the Initial Assignment Area and such additional Assignment Areas, or portions of additional Assignment Areas, as are then not improved by Dwellings. The provisions of this Chapter shall not apply to any portion of an Assignment Area to the extent that at the time of its designation as an Assignment Area by Tribal Council, the same is improved by a Dwelling then subject to an Occupancy Agreement or Certificate of Conveyance. By the enactment of this Land Assignment Law, the Tribal Council ratifies the designation of the Initial Assignment Area and the Survey of the same, and by this ratification of the Survey of the Initial Assignment Area, the size, location, and configuration of each Assignment therein located.

27 M.P.T.L. ch. 6 § 2

§ 2. Eligibility for Assignments

With respect to such Assignment Areas only, and the initial Assignment of Dwellings to Tribal Members by the Tribe, DOH shall determine which Eligible Tribal Members, as that term is defined in 27 M.P.T.L. ch. 2, shall receive an Assignment in accordance with the provisions of this Chapter.

27 M.P.T.L. ch. 6 § 3

§ 3. Initial Qualification

To be considered for an Assignment, the applicant must be an Eligible Tribal Member, as defined in 27 M.P.T.L. ch. 2, and make application to DOH in the manner prescribed by DOH and approved by Tribal Council.

§ 4. Prioritization of Assignments

The applications for Assignment ("Applications") shall be processed and prioritized by DOH in the following manner:

a. DOH shall be responsible for accepting and processing all Applications for Assignments.

b. In the event that the Tribal Council sets an Application Period, then the DOH shall review Applications made during ~~the application~~this period ~~set by the Tribal Council~~ (the "Application Period") and shall not consider Applications not made during the Application Period. ~~shall not be considered by DOH.~~

c. Only Applications made by Eligible Tribal Members shall be considered.

d. Only Applications that set forth all the information required by DOH shall be considered.

e. DOH shall notify any applicant within 20 calendar days of receipt of a timely Application if the Application is deficient in any way. Any applicant notified of deficiencies in ~~his or her~~ their Application must resubmit a corrected Application prior to close of the Application Period, if applicable.

f. In the event that Tribal Council sets an Application Period, and if there are multiple applications, then Aat the end of the Application Period, DOH shall draw by lottery the names of those Eligible Tribal Members who have complied with the subsections (b), (c) and (d) of this Section and shall establish a priority list for selection of Dwellings.

~~g.~~ DOH shall, within 30 calendar days thereafter, permit selection of Dwellings within the applicable Assignment Area in the order of priority established by the lottery. The qualification of prospective Assignees and the prioritization and selection of Dwellings by the DOH shall be final and binding.

g. In the event there is no Application Period, Assignments shall be considered in the order in which a completed Application is received by DOH.

h. As the foregoing relates to the Initial Assignment Area only, the process of selecting initial prospective Assignees and initial Assignments is hereby ratified as complete and in full compliance for purposes of this Section.

§ 5. Issuance of Certificates of Assignment

Upon completion of the process described above in Section 27 M.P.T.L. ~~ch. 6 § 4~~, a Tribal Council Officer, or DOH shall execute and cause to be Recorded, Certificates of ~~Land~~ Assignment identifying the ~~Dwelling~~Assignment and naming each respective successful applicant as Assignee.

27 M.P.T.L. ch. 6 § 6

§ 6. Construction Period Requirements

As the judicious allocation of scarce Dwellings on the Reservation is an underlying purpose of this Land Assignment Law, the following requirements shall apply to Assignees receiving an Assignment:

a. An Assignee shall have two (2) years from the date of the Recording of the Certificate of Assignment to commence construction of a Dwelling in accordance with all applicable Tribal Laws. Failure to commence construction within this timeframe may result in termination of the Land Assignment. For this reason only, the Assignment can be terminated by the Housing Committee upon the recommendation of the DOH in accordance with ch. 3, §3(e) of this Land Assignment Law.

b. Assignee shall have completed construction of such Dwelling within five (5) years of the date of the Recording of the Assignment. The DOH may issue extensions for up to an additional six (6) months for completion upon a showing of good cause.

c. The failure of Assignee to install an appropriate foundation in accordance with Tribal Law shall be deemed conclusive evidence of a violation of subsection (a) of this Section for purposes of the application of Chapter 3 of this Land Assignment Law.

d. The failure of Assignee to timely obtain a Certificate of Completion from the Tribe's Land Use Commission that such Dwelling complies with applicable Tribal Laws and is fit for human habitation shall create a presumption of the Assignee's violation of subsection (b) of this Section for purposes of the application of Chapter 3 of this Assignment Law.

27 M.P.T.L. ch. 6 § 7

§ 7. Authority of DOH to Amend Survey

DOH is hereby granted the authority to Record an amended Survey, to make minor adjustments to a Survey, and therefore the Assignments thereby evidenced, for the limited purpose of correcting errors, mistakes, inconsistencies, or omissions provided that such adjustments do not materially change the benefits conferred by a Certificate of Assignment then of Record.

27 M.P.T.L. ch. 6 § 8

§ 8. Conversion of Certificates of Conveyance

All rights arising under any Certificate of Conveyance duly issued pursuant to any Home Program shall be convertible by DOH into an Assignment upon declaration by the Tribal Council that the portion of the Reservation in which the Dwelling therein described is located has been made an Assignment Area pursuant to Tribal Council's adoption and approval of a Survey relative to the same. All rights arising under a Certificate of Conveyance pursuant to applicable Tribal Laws, regulations, or custom shall be deemed extinguished upon the Recording of a Certificate of Assignment by DOH to the benefit of the holder of such Certificate of Conveyance and thenceforth the provisions of this Assignment Law shall

exclusively control and determine the rights of the Tribal Member in and to the Dwelling as described in both the superseded Certificate of Conveyance and in such superseding Certificate of Assignment.

27 M.P.T.L. ch. 6 § 9

§ 9. Conversion of Rights Held under an Occupancy Agreement

All rights arising under any Occupancy Agreement duly entered into pursuant to any Home Program shall be convertible by DOH into an Assignment upon declaration by the Tribal Council that the portion of the Reservation in which the Dwelling therein described is located has been made an Assignment Area pursuant to Tribal Council's adoption and approval of a Survey relative to the same provided that at the time of such conversion, all obligations then outstanding to the Tribe arising under the Occupancy Agreement are satisfied in full. Upon such satisfaction and the mutual release of the Occupancy Agreement by the Tribal Member and DOH, all rights arising under the same pursuant to applicable Tribal Laws, regulations, or custom shall be deemed extinguished upon the recording of a Certificate of Assignment by DOH to the benefit of the Tribal Member who is a party to the same and thenceforth the provisions of this Assignment Law shall exclusively control and determine the rights of the Tribal Member in and to the Dwelling as described in both the superseded Occupancy Agreement and in such superseding Certificate of Assignment.

CHAPTER 7. OTHER PROVISIONS

27 M.P.T.L. ch. 7 § 1

§ 1. Discovery of Items of Archeological Interest

It is the policy of the Tribe to investigate and, to the extent determined by the ~~Director of the Mashantucket Pequot Museum and Research Center ("MPMRC"), the Tribal Historical Preservation Officer ("THPO")~~, preserve archeological and historical resources of the Tribe located on the Reservation. Accordingly, if in the course of construction or improvements to a Dwelling, archeological or historical resources are discovered, Assignee shall immediately stop all construction activity and notify the ~~MPMRC~~THPO and DOH of such discovery.

a. Upon receipt of such notification, ~~the MPMRC~~THPO shall timely cause such resources to be evaluated by a qualified archaeologist in order to assess the interest of the Tribe and to develop mitigation and/or preservation recommendations and strategies. ~~The MPMRC~~THPO shall timely notify the Assignee and DOH of such recommendations and strategies.

b. The Assignee shall comply with such recommendations and strategies made by the ~~MPMRC~~THPO unless Assignee objects to the same in writing to ~~the MPMRC~~THPO, and DOH within 30 calendar days of such notice ~~from MPMRC~~.

c. If within 30 calendar days of such objection, ~~the MPMRC~~THPO, the Assignee, and DOH do not agree to mutually acceptable mitigation and/or preservation strategies to be implemented, then the Assignee may demand reimbursement of any cost and expense reasonably incurred by Assignee prior to the stoppage of

construction activity on the basis that the recommendations and strategies of the ~~MPMRCTHPO~~ impose such limitations on Assignee that the improvements then under construction are incapable of completion for the purpose intended in a commercially unreasonable manner.

d. With respect to such discoveries in the course of construction relative to a Dwelling subject to 27 M.P.T.L. ch. 6, only, the following shall apply:

1. To the extent determined by DOH to be feasible DOH shall propose to the Tribal Council an adjustment to the Survey delineating the Dwelling to limit or eliminate the need for mitigation or preservation;
2. If DOH determines such adjustment is not feasible, or if Assignee objects to such adjustment, or the Tribal Council fails to so adjust the Survey, then DOH shall offer the Assignee the opportunity to relinquish to the Tribe the Assignment then in effect and to issue a new Assignment relative to a different Dwelling.
3. If the Assignment is so relinquished, whether or not a new Assignment is issued, the Tribe shall timely reimburse in full any Loan Program Lender holding an Assignment Mortgage on such Dwelling for sums advanced relating in a commercially reasonable manner to Dwelling construction and shall further reimburse Assignee for the reasonable cost of any improvements made to the Dwelling prior to the stoppage of work on improvements in accordance with this Section.

27 M.P.T.L. ch. 7 § 2

§ 2. Damage to a Dwelling Caused by the Tribe

a. Cause of Action. Any Assignee who believes that ~~his or her~~ their Dwelling has suffered damage by the actions, or the failure to act, of the Tribe in exercising its reserved rights under 27 M.P.T.L. ch. 2 § 2(a)(6) through 27 M.P.T.L. ch. 2 § 2(a)(8), inclusive, may submit a claim to DOH specifying the nature of the damage, the actual and direct monetary loss suffered by such Assignee as a result of such damage, and the actions or failures to act causing such damage. The DOH, after due examination and evaluation of such claim, shall notify the claimant Assignee within 60 calendar days from the date of filing of the claim of the amount, if any, the Tribe will pay such Assignee for the claimed damage. In evaluating such claims, the Tribe reserves the right to offset any monies owed to the Tribe by the Assignee against the amount claimed. Any Assignee who is in disagreement with the amount offered by the Tribe may bring an action against the Tribe in Tribal Court. In no event shall the Tribe be responsible for consequential damages.

b. Grant of Jurisdiction. The Tribal Court is hereby granted jurisdiction to adjudicate those causes of action brought pursuant to this Section.

CHAPTER 8. GENERAL

27 M.P.T.L. ch. 8 § 1

§ 1. Construction

Except with respect to Tribal Members or as otherwise expressly provided for in 27 M.P.T.L. or in Tribal Law, 27 M.P.T.L. shall not be construed to grant or establish any rights in any Reservation resources, property, or assets that may be held for the benefit of the Tribe or any individual member of the Tribe. Nothing in 27 M.P.T.L. shall be construed as establishing any individual rights of any Tribal Member beyond those recognized by Tribal Law. Nothing in 27 M.P.T.L. shall be construed as establishing any rights of any Loan Program Lender beyond those recognized by Tribal Law. Nothing in this Assignment Law shall be construed as establishing jurisdiction in any agency or government that is not recognized by Tribal Law.

27 M.P.T.L. ch. 8 § 2

§ 2. Severability

If any part of 27 M.P.T.L. is held to be invalid, the remainder shall remain to be in full force and effect to the maximum extent possible.

27 M.P.T.L. ch. 8 § 3

§ 3. Insurance

Any person holding an Assignment who constructs a home on the Assignment shall be required to insure the home for its replacement value.

Historical & Statutory Notes

Derivation.

Effective July 11, 2005, TCR071105-14 of 25 enacted the 27 M.P.T.L, the Land Assignment Law

Amendments.

Effective July 13, 2007, TCR071307-02 of 05 amended 27 M.P.T.L. to include the Elders Housing Area.

Effective September 4, 2014 TCR090414-07 of 09 amends 27 M.P.T.L § 4 so that the definition of the term "Dwelling" is modified to include Mobile Homes and amends Chapter 6 § 6 of 27 M.P.T.L. to be consistent with Land Use Zoning Regulations

Effective June 8, 2016, TCR060816-02 of 04 amended 27 M.P.T.L. to allow Tribal Members to have two (2) Land Assignments provided that they do not have an interest in another tribal home, and to add reference to 29 M.P.T.L. Non-Tribal Surviving Spouse law in 27 M.P.T.L ch. 2 §4(a).

Effective November 2, 2017, TCR110217-01 of 07 amended 27 M.P.T.L. to clarify the procedures to be followed in issuing Land Assignments and amended to allow the Tribal Historic Preservation Officer to be the contact when there are discoveries of archeological and historical interest, amended the definition of the term "good standing" to be defined as, "not banished" and authorizes the Housing Committee to terminate Land Assignments when Assignees fail to commence construction.

Effective October 22, 2020, TCR102220-07 of 16 amended 27 M.P.T.L. to reserve the Tribes rights and remedies necessary to enforce use restrictions for Land Assignments subject to the MPTN Low/Moderate Income Program.

Effective July 27, 2023, TCR072723-01 of 03 amended 27 M.P.T.L. to define "housing Designation Form" and to allow recording of such forms with the Tribal Clerk.

TCR102215-03 of 07 amended Title 29 making various amendments throughout.
29 M.P.T.L. is replaced herein in its entirety.
TCR062718-01 of 07 amended Title 29 to add language relating to adopted and dependent children rights.
Amendments to this are indicated in red.

**TITLE 29. THE NON-TRIBAL MEMBER SURVIVING SPOUSE
& ADOPTED & DEPENDENT CHILD LAW**

CHAPTER 1. PURPOSE; POLICY; DEFINITIONS

29 M.P.T.L. ch. 1 § 1

§ 1. Title

The title of this Law shall be the Mashantucket Pequot Surviving Spouse and Adopted and Dependent Child Law.

29 M.P.T.L. ch. 1 § 2

§ 2. Policy Purpose

It is the policy of the Tribe that the enjoyment of the rights under an Assignment granted pursuant to 27 M.P.T.L. shall be limited, to the greatest extent practicable, to Tribal Members. Two exceptions to this general policy ~~is~~ are the right of a non-Tribal Member Spouse of a Tribal Member, the right of an Adopted Child of a Tribal Member and the right of a Tribal Member Dependent Child to continue to occupy an Assignment upon the death of such Tribal Member. The purpose of this Surviving Spouse & Adopted & Dependent Child Law is to set forth the terms and conditions under which the Surviving Spouse and/or the Adopted or Dependent Child of a deceased Tribal Member may continue their occupancy in an Assignment located on the Reservation. The further purpose of this Surviving Spouse & Adopted & Dependent Child Law is to set forth the rights of such Surviving Spouse, Adopted Child, and Dependent Child to sell, transfer, or devise, or otherwise realize, the value of the rights that would have been enjoyed by the deceased Tribal Member by virtue of his or her Assignment except for his or her death.

29 M.P.T.L. ch. 1 § 3

§ 3. Applicability

This Law applies to the rights of a deceased Tribal Member as evidenced by an Assignment pursuant to 27 M.P.T.L. only. The Tribe will convert a Certificate of Conveyance to an Assignment in the name of the deceased Tribal Member in the event that said Tribal Member failed to so do prior to his or her death. Excluded from the application of this Law are the rights of a Surviving Spouse, an Adopted Child, and a Dependent Child who is an enrolled Tribal Member as such rights are governed by the Probate Laws of the Tribe.

29 M.P.T.L. ch. 1 § 4

§ 4. Definitions

In construing the provisions of this Law, the following words or phrases shall

have the meanings designated unless a different meaning is expressly provided, or the context clearly indicates otherwise:

a. "Assignment" has the same meaning as set forth in 27 M.P.T.L. ch. 1 § 4(b) and does not include an Initial Assignment.

b. "Certificate of Conveyance" has the same meaning as set forth in 27 M.P.T.L. ch. 1 § 4(i).

c. "Tribal Children" or "Tribal Child" means any unmarried person who is under the age of 18 years and is either:

(1) A Tribal Member; or

(2) Eligible for membership in the Tribe and is the biological child of a Tribal Member.

d. "Department of Housing" or "DOH" has the same meaning as set forth in 27 M.P.T.L. ch. 1 § 4(j).

e. "Dwelling" has the same meaning as set forth in 27 M.P.T.L. ch. 1 § 4(k).

f. "Eligible Tribal Member" has the same meaning as set forth in 27 M.P.T.L. ch. 1 § 4(l).

g. "Loan Program" has the same meaning as set forth in 27 M.P.T.L., ch. 1 §4(p).

h. "Occupancy Interest" means the interest of the deceased Tribal Member by virtue of an Assignment.

i. "Principal Place of Residence" means a primary Dwelling occupied by a Surviving Spouse on a continuous basis for more than six (6) months of every calendar year.

j. "Spouse" means a person joined in lawful marriage to another person.

k. "Surviving Spouse" means the surviving non-Tribal Member Spouse of a deceased Tribal Member.

l. "Surviving Adopted Children" means the surviving non-Tribal member person legally adopted by a deceased Tribal Member prior to the age of eighteen (18) and in good standing with the Tribe. A certified copy of a court order of adoption shall be proof of legal adoption by the Tribal Member.

m. "Tribal Member" means an enrolled member of the Mashantucket Pequot Tribal Nation.

n. "Tribal Member Dependent Child" means any non-Tribal Member person(s) who was in the custody and care of a Tribal Member and resided in the household of the Tribal Member for at least seven (7) years on or before reaching the age of eighteen (18) years as a member of the Tribal Family. A certified custody order, a notarized power of attorney and/or certified school record shall be proof of such custody and care.

CHAPTER 2. NATURE OF ~~A SURVIVING SPOUSE'S~~ THE RIGHT

29 M.P.T.L. ch. 2 § 1

§ 1. Nature of ~~a Surviving Spouse's~~ the Rights

a. A Surviving Spouse has the right to occupy the Assignment of the deceased Tribal Member as follows:

- (1) If the deceased Tribal Member devised or designated through a Housing Designation Form an Occupancy Interest to the Surviving Spouse and the Surviving Spouse is under the age of Seventy (70) years, the Surviving Spouse shall have an Occupancy Interest in the Assignment for ten (10) years from the deceased Tribal Member's date of death, or in the event that there are Tribal Children residing in the Assignment, of which the Surviving Spouse is the parent or legal guardian, then the Surviving Spouse's Occupancy Interest will expire when the youngest child reaches the age of 18, whichever occurs later.
- (2) If the deceased Tribal Member devised or designated through a Housing Designation Form an Occupancy Interest in the Assignment to the Surviving Spouse and the Surviving Spouse is Seventy (70) years of age or older, the Surviving Spouse shall have an Occupancy Interest for the remaining years of his or her life.
- (3) If the deceased Tribal Member did not devise or designate through a Housing Designation Form an Occupancy Interest to the Surviving Spouse, the Surviving Spouse may continue residence in the Assignment for three (3) years from the deceased Tribal Member's date of death or in the event that there are one or more Tribal Children residing in the Assignment, of which the Surviving Spouse is the parent or legal guardian,, then the Surviving Spouse may continue residence in the Assignment until such time as the youngest child reaches the age of 18, whichever occurs later.

b. ~~A Surviving Adopted Child and/or a Surviving Tribal Member Dependent Child has the right to occupy the Assignment of the deceased Tribal Member as follows:~~

- (1) ~~If the deceased Tribal Member devised or designated through a Housing Designation Form an Occupancy Interest to the Surviving Adopted Child or Tribal Member Dependent Child and the Surviving Adopted Child or Tribal Member Dependent Child is over the age of Eighteen (18), the Surviving Adopted Child or Tribal Member Dependent Child shall have an Occupancy Interest in the Assignment for three (3) years from the deceased Tribal Member's date of death, or in the event that there are Tribal Member Children residing in the Assignment, of which the Surviving Adopted Child or Tribal Member Dependent Child is the parent or legal guardian, then the Surviving Adopted Child's and Tribal Member Dependent Child's Occupancy Interest will expire when the youngest child reaches the age of 18, whichever occurs later.~~
- (2) ~~If the deceased Tribal Member devised or designated through a Housing Designation Form an Occupancy Interest in the Assignment to the Surviving Adopted Child or Tribal Member Dependent Child and the Surviving Adopted Child or Tribal Member Dependent Child is Seventy~~

(70) years of age or older, the Surviving Adopted Child or Tribal Member Dependent Child shall have an Occupancy Interest for the remaining years of his or her life.

- (3) If the deceased Tribal Member has failed to devise or designate through a Housing Designation Form an Occupancy Interest in the Assignment to the Surviving Adopted Child or Tribal Member Dependent Child, the Surviving Adopted child or Tribal Member Dependent Child shall have no Occupancy Interest in the Assignment under this Title.

c. A Surviving Spouse or Surviving Adopted or Tribal Member Dependent Child who was devised an Occupancy Interest may sell, transfer, or devise his or her Occupancy Interest in the Assignment to an Eligible Tribal Member only as provided herein.

29 M.P.T.L. ch. 2 § 2

§ 2. Rights of a Surviving Spouse, Adopted Child, or Tribal Member Dependent Child

a. Right to Continued Occupancy. Upon the death of a Tribal Member, the Surviving Spouse may continue to reside in the Assignment as provided in 29 M.P.T.L., ch. 2 §1(a) (1), (2), and (3) herein as long as the Surviving Spouse:

- (1) Continues to occupy the Assignment as his or her Principal Place of Residence;
- (2) Complies with the requirements of this Surviving Spouse Law;
- (3) Abides by all the laws, rules, regulations, and policies of the Tribe;
- (4) Continues to fully discharge all obligations arising under the Assignment and/or any Security Interest on the Assignment; and
- (5) Timely executes, within ninety (90) days of request, any documentation that the DOH or Loan Program may reasonably require to evidence the Surviving Spouse's obligations.

b. Expiration of Occupancy Period.

- (1) At the expiration of the Occupancy Interest as provided in 29 M.P.T.L., ch.2 §1(a) (1), the Surviving Spouse must sell or transfer the Assignment to an Eligible Tribal Member after giving the Tribe the right of first refusal. In the event that the Surviving Spouse fails to comply with the requirements of this section, the provision of 29 M.P.T.L., ch. 3 §1 shall apply.
- (2) At the expiration of the period of time permitted in accordance with 29 M.P.T.L., ch. 2 §1(a) (3), the Assignment shall pass to the legal heir(s) of the deceased Tribal Member as determined by the Mashantucket Pequot Probate Court. In the event that the Surviving Spouse fails to comply with the requirements of this section, the DOH may bring an eviction action in the Tribal Court.

c. Surviving Adopted Child's and Tribal Member Dependent Child's Right to Continued Occupancy. Upon the death of a Tribal Member, the Surviving Adopted

Child or Tribal Member Dependent Child may continue to reside in the Assignment as provided in 29 M.P.T.L., ch. 2 §1(b) (1) and (2) herein as long as the Surviving Adopted Child:

- (1) Occupied the Assignment as his or her Principal Place of Residence at least six (6) months prior to the death of the Tribal Member and continues to occupy the Assignment as his or her Principal Place of Residence;
- (2) Complies with the requirements of this Law;
- (3) Abides by all the laws, rules, regulations, and policies of the Tribe;
- (4) Continues to fully discharge all obligations arising under the Assignment and/or any Security Interest on the Assignment; and
- (5) Timely executes, within ninety (90) days of request, any documentation that the DOH or Loan Program may reasonably require to evidence the Surviving Spouse's obligations.

d. Expiration of Surviving Adopted Child's and Tribal Member Dependent Child's Occupancy Period.

- (1) At the expiration of the Occupancy Interest as provided in 29 M.P.T.L., ch.2 §1(b) (1), the Surviving Adopted Child or Tribal Member Dependent Child must sell or transfer the Assignment to an Eligible Tribal Member after giving the Tribe the right of first refusal. In the event that the Surviving Adopted Child or Tribal Member Dependent Child fails to comply with the requirements of this section, the provision of 29 M.P.T.L., ch. 3 §1 shall apply.
- (2) At the expiration of the period of time permitted in accordance with 29 M.P.T.L., ch. 2 §1(b) (2), the Assignment shall pass as determined by the Mashantucket Pequot Probate Court.

CHAPTER 3. DEFAULT; REMEDIES; CONVEYANCE

29 M.P.T.L. ch. 3 § 1

§ 1. Default of Conditions

In the event that the Surviving Spouse, the Surviving Adopted Child or the Surviving Tribal Member Dependent Child fails to comply with the requirements of this Surviving Spouse & Surviving adopted and dependent Child Law, then, upon two (2) successive written notices from the DOH, thirty (30) days apart, sent via certified and regular mail, the Surviving Spouse, the Surviving Adopted Child or Surviving Tribal Member Dependent Child shall have six (6) months from the date of the first letter to either cure his or her alleged default or if the Surviving Spouse, the Surviving Adopted Child, or the Surviving Tribal Member Dependent Child has an Occupancy Interest, sell the Assignment to the Tribe as herein provided, or, in the event the Tribe is unwilling or unable to purchase the Assignment, sell or transfer it to an Eligible Tribal Member. In the event

that the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child fails to cure the default and cannot or does not sell or transfer the Assignment as herein set forth or fails to vacate such Assignment within the time specified, then the Occupancy Interest, if any, will be terminated and he or she shall be subject to an eviction action in Tribal Court, which may be brought by the DOH. If the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child had an Occupancy Interest, the Assignment shall be sold at auction by the Tribal Court. The net proceeds of the sale, after payment of costs of the sale, any monies due and owing the Tribe, and any obligation to third parties that are secured by the Security Interest in the Assignment, shall be distributed to the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child who has the Occupancy Interest. If the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child was not devised or designated through a Housing Designation Form an Occupancy Interest, the Assignment shall pass to the legal Eligible Tribal Member heir(s) of the deceased Tribal Member as determined by the Mashantucket Pequot Probate Court.

29 M.P.T.L. ch. 3 § 2

§ 2. Conveyance by Surviving Spouse or Surviving Adopted or Tribal Member Dependent Child

a. Sales and Transfers

- (1) A Surviving Spouse with an Occupancy Interest, a Surviving Adopted Child, or a Surviving Tribal Member Dependent Child with an Occupancy Interest may sell the Assignment to the Tribe at any time during his or her Occupancy Interest, as long as the Tribe agrees to purchase such Assignment.
- (2) The sales price shall be determined by an appraisal process as follows:
 - (i) Two (2) appraisers shall each provide an appraisal; one appraiser shall be selected by the DOH and the other shall be selected by the Surviving Spouse;
 - (ii) Comparable sales used in the appraisals shall, to the greatest extent possible, be derived from sales of similar Assignments located on the Reservation; and
 - (iii) The sale price shall be the mid-point between the two appraisals.
- (3) The Tribe shall have fifteen (15) calendar days from the date of receipt of the second appraisal to determine whether it will purchase the property.
- (4) In the event that the Tribe decides not to purchase the Assignment, then the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child may sell or transfer the Assignment to an Eligible Tribal Member.
- (5) The purported sale or transfer of an Assignment by a Surviving Spouse, Surviving Adopted Child or Surviving Tribal Member Dependent Child to a non-Eligible Tribal Member is void.

b. Conveyance by Will

- (1) A Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child with an Occupancy Interest may devise the Assignment to an Eligible Tribal Member.
- (2) Any provision of a will of a Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child devising his or her interest to an Assignment to a non-Eligible Tribal member is void.
- (3) If the Surviving Spouse, Surviving Adopted Child, or Surviving Tribal Member Dependent Child dies and fails to devise the Assignment to an Eligible Tribal Member, the Assignment, or the proceeds from the sale, will be devised in accordance with the Probate Law. However, the Tribe shall have a right of first refusal to purchase the Assignment.

29 M.P.T.L. ch. 3 § 3

§ 3. Designated Minor

When the Assignment has been willed to a Tribal Child who is underage but otherwise eligible to receive an Assignment pursuant to 27 M.P.T.L., ch. 2 §1, the Land Assignment Law, and after consultation with the DOH, the Tribal Court shall appoint a guardian to hold the Assignment until the beneficiary is eligible to hold the Assignment. The Tribal Child must be or become an enrolled member of the Tribe within a reasonable period of time. In the event the otherwise eligible Tribal Child is not yet an enrolled member of the Tribe, the appointed guardian must use his/her best efforts to help secure enrollment within a reasonable period of time. The guardian shall utilize the Assignment in a manner which is in the best interest of the beneficiary. Any Tribal Member shall have the right to petition the Tribal Court to have the guardian of the beneficiary removed as guardian. The Tribal Court may remove the guardian of the beneficiary and appoint a new guardian for the beneficiary if the Tribal Court, after giving notice to the guardian and after a hearing, has determined that the guardian has not utilized the Assignment to the best interests of the beneficiary. The guardian appointed by the Court shall be responsible for maintaining the Assignment and otherwise complying with the provisions of this Surviving Spouse Law.

CHAPTER 4. GENERAL

29 M.P.T.L. ch. 4 § 1

§ 1. Construction

Nothing in this Surviving Spouse & Surviving Adopted and Dependent Child Law shall be construed to establish any non-Tribal Member rights in any Reservation resources, property, or assets that may be held for the benefit of the Tribe or any individual member of the Tribe. Nothing in this Surviving Spouse & Surviving Adopted Child and Dependent Child Law shall be construed as establishing any individual rights of any Tribal Member beyond those recognized by Tribal Law. Nothing in this Surviving Spouse & Surviving Adopted and Dependent Child Law shall be construed to establish jurisdiction in any agency or government that is

not recognized by Tribal Law.

29 M.P.T.L. ch. 4 § 2

§ 2. Severability

If any part of this Surviving Spouse & Surviving Adopted and Dependent Child Law is held to be invalid the remainder shall remain to be in full force and effect to the maximum extent possible.

Historical and Statutory Notes

Derivation.

Effective October 27, 2005, TCR102705-08 of 12 enacted the "Non-Tribal Member Surviving Spouse Law", Title 29 M.P.T.L.

Amendments.

Effective October 22, 2015, TCR102215-03 of 07, made various amendments to 29 M.P.T.L. to include the Elders Housing Area and all Housing on Trust Lands, and to provide some level of security for Non-Tribal Member Surviving Spouses.

Effective June 27, 2018, TCR062718-01 of 07, made various amendments to 29 M.P.T.L. to provide certain rights and benefits to Legally Adopted Children of Tribal Members & Tribal Member Dependent Children.

TITLE 31. MASHANTUCKET EMPLOYMENT RIGHTS LAW

CHAPTER 1. PURPOSE; DEFINITIONS

31 M.P.T.L. ch. 1 § 1

§ 1. Short Title

This law shall be known as the Mashantucket Employment Rights Law.

31 M.P.T.L. ch. 1 § 2

§ 2. Findings; Purpose; Authority

a. The Tribe finds that:

- (1) It has enacted various laws that govern aspects of employment on the Reservation; however, it does not have a centralized office to oversee the regulation of employment on the Reservation whether it concerns Tribal or non-Tribal employees.
- (2) There is a need for a centralized process to regulate employment for all employers on the Reservation.
- (3) There is a need for an administrative process that utilizes the cultural preference for the resolution of disputes through a non-adversarial process such as the Peacemaker's Council. It is therefore important to the Tribe that employees and employers have an avenue to mediate and resolve disputes in this manner.
- (4) It recognizes its continued commitment to create and foster a diverse employment atmosphere where differences are respected. This commitment can best be fulfilled through the establishment of the Mashantucket Pequot Employment Rights Office to oversee, coordinate and enforce Tribal employment laws and assist employees and employers in understanding the requirements of those laws.

b. The purpose of this Law is:

- (1) To promote responsible Tribal governance and self-sufficiency of the Mashantucket Pequot Tribal Nation by creating a centralized Mashantucket Employment Rights Office to coordinate and regulate equitable employment on the Mashantucket Pequot Reservation and at various other Tribal Entities.
- (2) To create a structure for the Mashantucket Employment Rights Office that includes the position of Director to oversee the office, and a mediation panel to bring the culture of the Tribe and its preference for non-adversarial resolution of disputes to this structure.

c. Authority

The Tribe enacts this law as an exercise of its inherent sovereign powers and the powers delegated to it by the Constitution and By-Laws of the Mashantucket (Western) Pequot Tribe.

31 M.P.T.L. ch. 1 § 3

§ 3. Definitions

For purposes of this Title:

~~a. The term "Conflict of Interest" means the existence of a relationship between a person in a decision-making position with another person, employer or entity that may improperly influence the person's decision making to the detriment of the Tribe and shall include the appearance of a conflict even if the person believes the relationship would not affect his or her judgment in a matter.~~

~~b., c. Deleted by TCR062909-04 of 06, eff. June 29, 2009.~~

~~a. The Term "Employee" shall means any person individual employed by an employer with or without a contract. This includes but is not limited to part-time employees, full time employees, and regularly or irregularly scheduled employees. "Employee" may include an applicant or former employee, as required to effectuate the purposes of Tribal law.~~

be. "Employer" means any person, company, contractor, subcontractor or other entity located or engaged in work on the Reservation, trust lands or any area within the exterior boundaries of the Reservation employing two or more persons, without regard for whether the employer or its owner is Indian or Non-Indian or a member of the Mashantucket (Western) Pequot Tribe or not. "Employer" excludes Federal, State and County governments.

c. "Judicial Committee" and "Administrative Support Committee" mean the respective standing committees of the Tribal Council as provided in the Constitution and By-Laws of the Mashantucket (Western) Pequot Tribe.

~~df. The term "MERO" means the Mashantucket Employment Rights Office.~~

e. "MERO Director" or "Director" means the Director of MERO.

f. "Native American" or "Indian" means any person enrolled in and recognized as a member by his or her tribe or tribal community.

~~g. The term "Order of Agreement" shall means a written explanation of the agreement contemplated by the two parties to a mediation resolving issues between them and witnessed by the mediation panel.~~

h. "Peacemakers" shall have the same meaning as in 1 M.P.T.L. ch. 4.

~~ih. The term "Person" means both natural persons and artificial persons, including, but not limited to corporations, partnerships, joint ventures, lessees, contractors, subcontractors, sole proprietorships, associations, trustees, public officials, Bboard members, fiduciaries and a-private interests or private parties, and their agents.~~

~~ji. The term~~ "Reservation" means the Mashantucket (Western) Pequot Reservation, as that term is defined in 25 U.S.C. § 1752(7) together with any lands held by the United States government in trust for the Tribe, or any other area subject to the Tribe's jurisdiction.

~~kj. The term~~ "Record" means the written documentation of all evidence (whether by way of testimony or documentary) presented to the MERO in a particular ~~contested~~ case or matter in which a formal hearing is held, or as required by the Tribal Administrative Procedures Act, 40 M.P.T.L., (TAPA), if applicable.

~~lk. The term~~ "Tribal Council" ~~shall~~ means the governing body of the Mashantucket (Western) Pequot Tribe as outlined in the ~~Tribal Constitution~~ Constitution and By-Laws of the Mashantucket (Western) Pequot Tribe.

~~ml. The term~~ "Tribal Entity" shall include all departments, businesses, boards and entities owned and operated by or under the auspices of the government and/or any branch of the government of the Tribe.

~~nm. The term~~ "Tribal Member" ~~or and~~ "Member" ~~shall~~ means any person who is duly enrolled as a member of the Mashantucket (Western) Pequot Tribe.

~~on. The term~~ "Tribe" or "Tribal" ~~shall~~ means the Mashantucket (Western) Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation.

CHAPTER 2. MASHANTUCKET EMPLOYMENT RIGHTS OFFICE STRUCTURE

31 M.P.T.L. ch. 2 § 1

§ 1. Establishment of the Mashantucket Employment Rights Office

There is hereby established the Mashantucket Employment Rights Office charged with carrying out all tasks assigned to it by ~~T~~tribal law related to the regulation of employment on the Reservation. The Director of MERO shall be the head of the office as more fully established and described in Chapter 2, Section ~~24~~ of this law, and shall carry out the day to day functions and duties of the MERO. The ~~M~~mediation panel established by Chapter 2, Section ~~35~~ of this law shall provide employees and employers with an opportunity to resolve disputes through a non-adversarial process.

31 M.P.T.L. ch. 2 § 2

§ 2. Establishment of the ~~MERO~~ Director of MERO Position

a. There is hereby established the position of the Director of MERO who shall have primary responsibility for day-to-day administration and operation of ~~the~~ MERO and its employees. The compensation for this position shall be competitive and set by ~~the~~ Tribal Council and the Director shall report directly to ~~the~~ Tribal Council.

b. The Director shall be appointed by the majority vote of the Tribal Council based only on the recommendation of the joint action of the Judicial Committee and Administrative Support Committee, which shall select a candidate provided that the candidate must meet the following minimum qualifications:

- (1) Be licensed to practice law and be in good standing in the state of Connecticut and have practiced in the area of labor and employment law for a minimum of 10 years, or have ~~a~~ either a Juris Doctorate or a Master's Degree and have a minimum of 10 years of experience in government regulation, employment or administration;
- (2) Demonstrate an ability to organize and manage a newly formed government office in the nature of the MERO;
- (3) Have familiarity with or experience in tribal employment rights or equivalent type of experience;
- (4) Demonstrate excellent communication and organizational skills;
- (5) Be of the highest ethical and moral character; and
- (6) Submit to and pass a background check, including a criminal background check and any required licensing.

c. The Director shall have those powers deemed necessary to properly carry out the duties and functions of the MERO, which include but are not limited to the following:

- (1) To develop a budget for the MERO for submission and approval by the Tribal Council;
- (2) To supervise expenditures pursuant to the approved budget, and guard against and report any misuse or fraudulent use of the monies allocated pursuant to the budget;
- (3) To develop, execute, and oversee a plan for implementation and distribution of ~~the law~~ laws within the MERO's jurisdiction and for any rules, regulations, procedures and/or guidelines established by the MERO, to all employers and to all government or ~~Tribal Entities~~ receiving contracts or grants for work to be done on the Reservation;
- (4) To perform any duty or requirement imposed upon the Director by any ~~Tribal~~ law, including but not limited to any and all requirements related to Indian and tribal preferences;
- (5) To adopt rules, regulations and/or procedures for the operation of the MERO;
- (6) To hire personnel as required for the efficient operation of the MERO and as approved in the MERO budget.; ~~Initially, such personnel shall, at a minimum, include an administrative assistant and an investigator~~
- (7) To accept and review any claims, complaints, requests for information or any other matter related to the MERO office or as referred to the MERO by any other ~~T~~tribal law;
- (8) To conduct or direct personnel to conduct any necessary investigations or hearings;
- (9) To assign, where appropriate, any of the above duties to MERO personnel;

- (10) To adopt rules and/or regulations to insure that confidential information is kept confidential by the MERO, provided that nothing herein precludes the MERO from providing information to other parties to a case for adequate case processing or to the Tribal Court in conjunction with an appeal or enforcement action;
- (11) To keep a written record of all proceedings before it and compile an official Record in all **contested** matters before it that shall include, **for formal hearings**, at a minimum, a transcript of all testimony given and true and accurate copies of all documentary evidence considered by the MERO;
- (12) To conduct surveys including those of Tribal Members, Native Americans, employers and **T**ribal **E**ntities that work for the Tribe to ensure effectiveness and efficiency of **T**ribal employment rights laws; and
- (13) To create and generate quarterly reports and statistics of MERO complaints; including but not limited to the success of the complaint, how it was resolved, and who were the parties to the complaint and bring those statistics to Tribal Council.
- (14) **With respect to proposed legislation to be placed within the MERO's jurisdiction, including substantial amendments to existing laws within the MERO's jurisdiction, to provide an opportunity for the public to submit oral or written comments and to compile the results for the Tribe's Judicial Committee or the Tribal Council, as applicable.**

31 M.P.T.L. ch. 2 § 3

§ 3. Establishment of Mediation Panel

a. There is hereby established a mediation panel to help resolve disputes between employers and employees arising under the Tribe's labor and employment laws. The mediation panel shall be comprised of three members from the Tribe's ~~Peacemakers~~ ~~Peacemaker's Council~~ who will be designated, on a case by case basis, by the Chair of the ~~Peacemakers~~ ~~Peacemaker's Council~~, provided that each member of the panel meet the following qualifications:

- (1) Have a bachelor's degree or equivalent work experience with the Tribe;
- (2) Have the highest moral and ethical character;
- (3) Submit to and pass a background check, including a criminal background check and any required licensing;
- (4) Demonstrate good judgment and communication skills, and a positive work ethic demonstrated through evaluations and attendance records from work experience; and
- (5) Complete training or educational programs in Indian and tribal preference in employment, non-discrimination law, **T**ribal law, federal Indian law, and other areas as determined by the Director of MERO.

b. The Chair of the ~~Peacemakers~~ ~~Peacemaker's Council~~ shall establish rules and regulations to govern mediation before the panel, and for determining the composition of the mediation panel.

c. The Director shall establish rules and regulations for an employer or employee to request mediation and referral to mediation.

d. All parties to any mediation before this panel must agree to the mediation as a first step to the resolution of a dispute between the parties.

e. ~~If the At the end of a~~ mediation results in an agreement, there shall be a written ~~Order of A~~greement between the parties that shall be signed by the parties and the mediation panel.

f. If an agreement cannot be ~~reached during met at the end of~~ the mediation process, or if there is a violation of the ~~Order of A~~greement that the parties signed ~~after mediation~~, the process will continue in the MERO's processes for the applicable case.

CHAPTER 3. SCOPE; PROCEDURE; GENERAL

31 M.P.T.L. ch. 3 § 1

§ 1. Scope of Coverage

a. This Law shall apply to all areas within the Reservation and shall apply to all persons, employees, employers, whether ~~T~~ribal or non-~~T~~ribal, subject to the jurisdiction of the Tribe and Tribal law.

b. This Law shall be effective as of the date of its enactment.

31 M.P.T.L. ch. 3 § 2

§ 2. Hearings

a. Any hearings held before the MERO or in a proceeding under the auspices of the MERO must provide at a minimum the following procedural protections, ~~provided that if the proceeding is subject to the Tribal Administrative Procedures Act, the TAPA shall control:~~

1. Written notice of the hearing, ~~by certified mail return receipt requested, or~~ in such ~~other~~ manner determined to be effective under the circumstances, ~~including delivery of notice via electronic communication,~~ to all interested parties including the claimant, ~~charging party or petitioner~~ and the party against whom the allegations have been made ~~or respondent~~, and the MERO Director. At a minimum, the notice shall include:
 - (a) the date, time and location of the hearing;
 - (b) the nature of the hearing;
 - (c) the right to be present and to participate in the hearing;
 - (d) the right to present witnesses and documentary evidence and to cross examine witnesses;
 - (e) the right to be represented by legal counsel at the party's own expense; and
 - (f) a copy of any rules or regulations governing the hearing, ~~provided that if the rules or regulations are available on a publicly accessible website, the website address may be provided.~~

2. Subpoena. On its own initiative or upon request of any ~~P~~person notified of the hearing, the MERO may subpoena identified witnesses, documents or records.
3. Each party notified of the hearing shall have the right to be present at and participate in the hearing. Other persons claiming to be interested in the matter may petition the MERO to participate;
4. Each party shall have the right to present relevant sworn testimony and documentary evidence;
5. Each party shall have the right to call witnesses and to cross examine witnesses called by any other hearing participant;
6. Compliance with formal rules of evidence is not required, provided that the hearing is conducted in a manner that provides for the determination of the facts in an orderly and reasonable manner;
7. All ~~formal~~ proceedings shall be recorded and a complete transcript shall be made and maintained by the MERO;
8. The proceedings may be adjourned, postponed, or continued at the discretion of the MERO when it determines it is advisable or necessary; and
9. Any matter to be proven must be done so by a preponderance of the evidence, unless otherwise provided in applicable Law.

31 M.P.T.L. ch. 3 § 3

§ 3. Conflict with Other Laws or Policies

To the extent that any provision of this Law conflicts with any other law or any policy or procedure issued by any person, employer or Tribal Entity, this ~~L~~law shall govern; except if expressly provided otherwise herein.

31 M.P.T.L. ch. 3 § 4

§ 4. Severability

If any provision or part of this Law or its application to any person or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Law and the unaffected provisions of the Law shall continue to be in full force and effect.

31 M.P.T.L. ch. 3 § 5

§ 5. Sovereign Immunity

Nothing contained in this Title shall be construed to waive the sovereign immunity of the Tribe or any arm, subdivision, department, commission, office, officer, employee or agent of the Tribe, including the MERO, the MERO Mediation Panel, and the MERO Director, all as established by this ~~T~~title.

Historical and Statutory Notes

Derivation.

Effective July 6, 2007, TCR070607-08 of 20 enacted the "Mashantucket Employee Rights Ordinance "MERO" ", Title 31 M.P.T.L

Amendments.

Effective June 29, 2009, TCR062909-04 of 06 made various amendments to Title 31 M.P.T.L. to clarify and reaffirm its intent.

Effective October 25, 2018, TCR102518-01 of 06, amended 31 M.P.T.L. by adding ch. 2 § 1c(14) to allow for public comment and making various technical amendments throughout 31 M.P.T.L.

TITLE 32. MASHANTUCKET PEQUOT LABOR RELATIONS LAW

CHAPTER 1.

32 M.P.T.L. ch. 1 § 1

§ 1. Title; Authority

This Law may be cited as the "Mashantucket Pequot Labor Relations Law". This Law is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the lawful governing body of the Mashantucket Pequot Tribe, to regulate employment and labor relations within the Reservation. Further, the Tribe has the inherent authority to exclude persons from the Reservation and to place conditions on entry and continued presence on the Reservation, and to govern conduct within the Reservation.

32 M.P.T.L. ch. 1 § 2

§ 2. Findings

The Mashantucket Pequot Tribe, through the Mashantucket Pequot Tribal Council, finds that:

a. The public policy of the Tribe is that all employees working within Tribal territory be treated fairly: that there be fair and appropriate employment practices; fair and comprehensive wages and benefits; and fair and impartial procedures for resolving employment and labor relations issues. In furtherance of this public policy, the Tribe has adopted employment laws governing Tribal employment, and the Judicial and Administrative Support Committees of the Tribal Council recently reviewed the employment practices and procedures applicable to all employers on the Reservation and developed a phased approach to create the Mashantucket Employment Rights Office and related labor and employment laws. Based upon those recommendations, the Tribal Council adopted Title 31 of the Mashantucket Pequot Tribal Laws, establishing the Mashantucket Employment Rights Office, to fully regulate employment and labor relations on the Reservation and to provide administrative review and enforcement of Tribal employment and labor relations laws.

b. The Tribe, as an employer, provides excellent employment to thousands of people on its Reservation through the Mashantucket Pequot Gaming Enterprise, the Mashantucket Pequot Museum & Research Center, the Pequot Pharmaceutical Network, the Child Development Center, and other departments, divisions, entities or enterprises of the Tribe. The Tribe, as a government, has guaranteed, through Tribal employment and labor relations laws and policies, fair treatment to its employees.

c. Employees have the right under Tribal law to form, join, or assist ~~L~~labor ~~O~~rganizations, to engage in collective bargaining and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection as specifically provided in this Law and the right to refrain from any such activities. Based on the recent reversal of 30 years of precedent

by a federal agency and a federal court, the Tribe acknowledges that ~~L~~labor ~~O~~rganizations may seek the right to represent Tribal Employees pursuant to federal law, commonly known as the National Labor Relations Act ("NLRA") 29 U.S.C. §§ 151-169.

d. The NLRA was adopted in 1935 to encourage the practice of collective bargaining and to protect the exercise of self-organization by employees for the purpose of negotiating the terms and conditions of their employment with employers in the private sector. The NLRA expressly exempts federal, state and local governments from its definition of "employer," recognizing, among other things, that government employees provide essential services to their communities and that labor strikes could inflict unique harms in those communities. Nonetheless, pursuant to their inherent authority, the vast majority of state governments and the federal government have adopted legislation to govern labor relations between their respective governments as employers and their employees. Generally, to protect the public interest, as well as the orderly operation and functioning of the government, such legislation limits the scope of collective bargaining, prohibits strikes by employees and creates a procedure for the resolution of labor disputes.

e. The NLRA and its extensive legislative history are silent in relation to its application to Indian tribal governments as employers. This is not surprising given the fact that the U.S. Congress had just addressed the status of Indian tribes in the Indian Reorganization Act of 1934 ("IRA"), 25 U.S.C. § 461 et seq., which protects tribal self-governance and promotes tribal economic development through enterprises operated directly by Indian tribes. As a matter of federal policy, the IRA sought to achieve two distinct but inseparable objectives: tribal self-governance and tribal economic self-sufficiency. By promoting both, the IRA sought to "rehabilitate the Indian's economic life and to give him a chance to develop the initiative destroyed by a century of oppression and paternalism." H.R. Rep. No. 73-804 (1934).

f. Since 1934, the United States government has consistently strengthened its policy of protecting tribal self-government and promoting tribal economic self-sufficiency through legislation, including, but not limited to the Indian Self-Determination and Education Assistance Act of 1975, 25 U.S.C. §§ 450 et seq. ("the United States is committed to supporting and assisting Indian tribes in the development of strong and stable tribal governments, capable of administering quality programs and developing the economies of their respective communities"); the Indian Tribal Justice Act of 1993, 26 U.S.C. § 3601 ("the United States has a trust responsibility to each tribal government that includes the protection of the sovereignty of each tribal government"); the Indian Financing Act of 1974, 25 U.S.C. § 1451 ("to help develop and utilize Indian resources, both physical and human, to a point where the Indians will fully exercise responsibility for the utilization and management of their own resources"); the Tribal Self-Governance Act of 1994, 25 U.S.C. §§ 450a, 458aa et seq. ("transferring control to tribal governments ...over funding and decision making for Federal programs, services, functions and activities strengthens the Federal policy of Indian self-determination"); and the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 et seq. ("to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments").

g. Given its inherent authority over employment and labor relations on the Reservation, the tribal regulation of employment on the Reservation, and the longstanding federal policy protecting tribal self-government and promoting tribal self-sufficiency, the Tribe finds that the NLRA does not apply to the

Tribal government as an employer. Application of the NLRA to the Tribal government as an employer would substantially impair the ability of the Tribe to exercise its sovereign authority, including undermining Tribal employment laws, subjecting the Tribal government to the threat of strikes, and disrupting the Tribal government's ability to provide essential services to the community.

h. The Tribe has various departments, subdivisions and agencies within its government, including the Mashantucket Pequot Gaming Enterprise, an arm of the Tribal government, which operates (under the Tribal Council's control and oversight) the Tribal gaming operation known as Foxwoods Resort Casino. As provided by the Indian Gaming Regulatory Act, the Tribe's gaming operation funds the tribal government including various governmental services such as police, fire, utilities, education, the judicial system, environmental, health, social services and parks and recreational facilities. As an arm of the government, the ~~T~~ribal ~~E~~mployees at the Mashantucket Pequot Gaming Enterprise are government employees and have a recognized property right in their employment through various decisions of the Mashantucket Pequot Tribal Court. See Johnson v. Mashantucket Pequot Gaming Enterprise, I MPR 15 (1996).

i. The Tribe has considered and determined that it is appropriate to provide Tribal Employees with a procedure under Tribal law to determine whether they wish to be represented by a ~~L~~abor ~~O~~rganization for the purposes of collective bargaining as defined in this Law.

32 M.P.T.L. ch. 1 § 3

§ 3. Purpose

The purpose of the Mashantucket Pequot Labor Relations Law is to provide Tribal Employees the right to organize and bargain collectively with their employers, to promote harmonious and cooperative relationships between the Tribe as an employer and Tribal Employees, and to protect the health, safety, political integrity and economic security of the Tribe.

32 M.P.T.L. ch. 1 § 4

§ 4. Definitions

a. "Appropriate bargaining unit" means a group of Tribal ~~E~~mployees designated as such by the MERO in accordance with the provisions of this Law and particularly ~~subsection ch.1, § 12(fg)~~ for the purpose of collective bargaining.

b. "Business Agent" means a person who, regardless of title, acts on behalf of a ~~Labor Organization~~ in its dealings with employees and/or employers. A ~~Business Agent~~ is generally employed by the ~~Labor Organization~~ and does not include a person who acts on behalf of a ~~Labor Organization~~ with respect to the ~~person's co-workers or employer~~.

c. "Certification" means the designation by the MERO of a ~~L~~abor ~~O~~rganization as the exclusive representative for all Tribal ~~E~~mployees in an appropriate bargaining unit.

d. "Collective bargaining" is defined in ~~subsection ch.1 § 9~~ of this Law.

e. "Confidential employees" means any ~~individual person~~ who assists and acts in a confidential capacity to persons who formulate and effectuate a Tribal Employer's policies with regard to confidential matters including, but not

limited to, employee relations, labor relations, business plans or performance, tribal government, and other Tribal interests, or those who regularly substitute for employees having such duties.

f. "Exclusive bargaining representative" means a Labor Organization that, as a result of certification under this Law, has the right to represent Tribal Employees in an appropriate bargaining unit for the purpose of collective bargaining.

g. "Impasse" means failure of a Tribal Employer and an exclusive bargaining representative, after good-faith bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

h. "~~L~~abor ~~O~~rganization" means any lawful organization whose primary purpose is the representation of employees in collective bargaining.

i. "Lockout" means an act by a Tribal Employer which prevents its employees from going to work for the purpose of pressuring Tribal employees and/or their exclusive bargaining representative to accept the Tribal Employer's bargaining proposals.

j. "Managerial employees" or "manager" means any ~~individual person~~ who represents a Tribal Employer's interest and who formulates and effectuates a Tribal Employer's policies by expressing and making operative the decisions of the Tribal Employer.

k. "MERO" means the Mashantucket ~~Pequot~~ Employment Rights Office established pursuant to Title 31. of the Mashantucket Pequot Tribal Laws.

l. "~~MERO Board~~" means an ad hoc decision-making body formed in accordance with this Law.

m. "~~Person~~" means a natural person.

n. "Reservation" means the Mashantucket (Western) Pequot Reservation, as that term is defined in 25 U.S.C. § 1752(7) together with any lands held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.

o. "~~Special Master~~" means a qualified impartial person with substantial experience as a neutral decision maker in the resolution of labor disputes and who has experience in, or has attended training in, Tribal law. The Special Master shall be designated in each matter by the Tribal Court selecting from a panel of Special Masters appointed by the Tribal Council. Panel members shall be selected from among arbitrators in the Northeastern region of the United States who are members of the National Academy of Arbitrators, and who have been designated as neutral by the MERO following notice and opportunity to comment. A bona fide objection to the neutrality of a proposed member shall preclude his or her selection for the panel.

p. "Strike" means a Tribal ~~E~~mployee's refusal, in concerted action with other Tribal employees, to report for duty or his willful absence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of Tribal employment.

q. "Supervisory employees" or "supervisor" means any ~~individual person~~ having authority, in the interest of a Tribal Employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

r. "Tribal Court" means that Mashantucket Pequot Tribal Court as created and established by Title 1 of the Mashantucket Pequot Tribal Laws.

s. "Tribal Employee" means any employee of a Tribal Employer except:

1. Appointed or elected officials of the Tribe, including but not limited to Tribal Councilors and their staff, Tribal Court Judges, the Mashantucket Pequot Tribal Gaming Commissioners, the Workers Compensation Commissioner, or officials of any other commission or regulatory body of the Tribe, or
2. Supervisory employees, Managerial employees, or Confidential employees (as those terms are defined herein).

t. "Tribal Employer" or "Tribe" means the Mashantucket (Western) Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation, including any subdivision, agency, arm, department, entity or business thereof, but shall not include any entity created by the Tribe under the laws of any state and which is located principally outside of the Reservation of the Tribe.

u. "Tribal Member" means a duly enrolled member of the Mashantucket (Western) Pequot Tribe.

32 M.P.T.L. ch. 1 § 5

§ 5. Rights and Duties of Tribal Employers, Tribal Employees, and Labor Organizations

a. Tribal Employees shall have the right of free choice to refrain from or engage in self-organization, from forming, joining, or assisting labor organizations, from bargaining collectively through representatives of their own choosing, engaging in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to engage in any or all such activities.

b. When a ~~L~~labor ~~O~~rganization has been designated by the MERO through the processes provided hereunder as the representative of the majority of Tribal Employees in an appropriate bargaining unit, that ~~L~~labor ~~O~~rganization shall be recognized by the Tribal Employer as the exclusive bargaining representative for the Tribal Employees of such unit.

c. When a ~~L~~labor ~~O~~rganization has been designated in accordance with the provisions of this Law as the exclusive bargaining representative of Tribal Employees in an appropriate bargaining unit, it shall have the right to act for and to negotiate agreements covering all Tribal Employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership; and such

Llabor Oerorganization shall have the duty of fair representation to the employees in that unit.

d. A Tribal Employee represented by a Llabor Oerorganization may at any time present a grievance directly to a Tribal Employer and the Tribal Employer may address said grievance directly with the Tribal Employee without intervention of a Llabor Oerorganization; provided that the resolution of such grievance may not violate the terms of a collective bargaining agreement then in effect and the exclusive bargaining representative has been given the opportunity to be present at the adjustment of said grievance.

e. The Tribal Employer and such Llabor Oerorganization as has been designated as the exclusive bargaining representative of Tribal Employees in an appropriate bargaining unit, through appropriate officials or their representatives, shall have the duty to bargain collectively, as defined in Section 9 of this Law.

32 M.P.T.L. ch. 1 § 6

§ 6. Prohibited Practices

a. A Tribal Employer shall not:

1. Interfere with, restrain or coerce Tribal Employees in the exercise of their rights set forth in this Law;
2. Dominate or interfere with the formation, existence or administration of any Llabor Oerorganization;
3. Discriminate in regard to hire or tenure of employment or any term or condition of employment because of the Tribal Employee's exercise of rights under this Law, including because a Tribal Employee has signed or filed an affidavit, petition, grievance or complaint or given information or testimony or filed a claim or charges under this Law;
4. Refuse to bargain collectively in good faith with a Llabor Oerorganization that has been designated in accordance with this Law as the exclusive representative of the Tribal Employees in an appropriate bargaining unit; ~~and~~
5. Refuse to comply with a collective bargaining agreement that has been entered into by the Tribal Employer and the exclusive bargaining representative.

b. A Llabor Oerorganization shall not:

1. Interfere with, restrain or coerce any Tribal Employee in the exercise of any right set forth in this Law;
2. Restrain or E coerce a Tribal Employer in the selection of its representatives for purposes of collective bargaining or the adjustment of grievances;
3. Discriminate against a Tribal Employee with regard to labor organization membership, or because of race, color, religion, creed, age, sex,

national origin, ~~or~~ membership in the Tribe or a Native American Tribe, or on any other basis protected under Tribal law;

4. Force or require a Tribal Employer to recognize or bargain with a particular ~~L~~abor ~~O~~rganization as the representative of Tribal Employees if another ~~L~~abor ~~O~~rganization has been certified as the exclusive bargaining representative of such Tribal Employees under the provisions of this Law;
5. Refuse to bargain collectively in good faith with a Tribal Employer, if it has been designated as the exclusive bargaining representative of Tribal Employees in an appropriate bargaining unit under the provisions of this Law;
6. Refuse or fail to comply with a collective bargaining or other agreement with a Tribal Employer;
7. Attempt to influence the outcome of a Tribal government election in any manner, provided, however, that this subsection does not apply to a Tribal Employee who is a Tribal Member acting in his or her individual capacity;
8. Picket homes or private businesses of elected Tribal officials or ~~Tribal~~ employees of the Tribe;
9. Breach its duty of fair representation as provided in ch. 1 ~~subsection~~ § 5(c) of this Law.

32 M.P.T.L. ch. 1 § 7

§ 7. Dispute Resolution for Prohibited Practices Questions.

a. Filing a Claim; Adjudication of Claim. When a question arises as to whether a practice prohibited by this Law has been committed, a claim may be filed with the MERO for a determination of whether the prohibited practice alleged has been or is being committed.

b. Decisions and Orders. If, after all evidence is considered and arguments heard, the ~~S~~pecial ~~M~~aster or the MERO Board, as the case may be, determines that a prohibited practice has been or is being committed, it shall state its findings of fact and conclusions of law, and shall issue and serve on the party committing the prohibited practice a decision and order requiring it to ~~or~~ ~~him/her~~ cease and desist from such prohibited practice, and shall take such further affirmative action as will effectuate the policies of this Law including, but not limited to:

- (1) reinstatement of an employee discriminated against in violation of this Law, with or without back pay; and
- (2) ordering relief that will make an ~~an individual person~~ whole; provided that nothing herein shall authorize awarding damages for emotional distress or pain and suffering and no violation of law shall be found based on any prohibited practice occurring more than one hundred eighty (180) days prior to the filing of the claim with the MERO.

c. Dismissal. If, after all evidence is considered and arguments heard, the ~~Special Master~~ or the MERO Board, as the case may be, determines that a prohibited practice has not been or is not being committed, it shall state its findings of fact and conclusions of law and shall issue a decision and order dismissing the claim.

d. Sanctions for Frivolous Conduct. If it is ultimately determined that a claimant or respondent has engaged in frivolous conduct, including advancing a claim or defense that had no reasonable basis in fact or law, the ~~Special Master appointed by Tribal Court~~ or a the MERO Board, as the case may be, may order the party engaging in such conduct to pay the costs and reasonable attorneys' fees of the other party or parties.

e. Appeals. Any final determination, decision, order or dismissal pursuant to this § 7 may be appealed to Tribal Court.

32 M.P.T.L. ch. 1 § 8

§ 8. Free Speech Provision

The expressing of any views, argument, or opinion by a Tribal Employer or a ~~Labor Organization~~, or the dissemination thereof, whether in verbal, written, printed, graphic, or visual form, shall not constitute or be evidence of a prohibited practice under any of the provisions of this Law, if such expression contains no threat of reprisal or promise of benefit.

32 M.P.T.L. ch. 1 § 9

§ 9. Collective Bargaining

a. Duty to Bargain Collectively. To bargain collectively is the performance of the mutual obligation of a Tribal Employer and the designated exclusive bargaining representative of Tribal Employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, except for those matters excluded from collective bargaining as provided in this Law, or the negotiation of an agreement or any question arising there under, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession or to agree to a proposal that would contradict or violate Tribal law. Nothing in Tribal law shall be construed to preclude a Tribal Employer and the designated exclusive bargaining representative of Tribal Employees from negotiating under Tribal law a procedure for binding resolution of contractual disputes, including disputes related to the discipline or discharge of Tribal Employees; provided that any such procedure shall provide protection for the due process rights of Tribal Employees equal to or greater than the protections provided under Title 8 M.P.T.L.; and provided further, that any bargaining unit employee ~~Tribal Employee~~ who has a right to review under the Board of Review process pursuant to ~~and Title 8~~, shall have the right to elect whether to proceed under the Board of Review ~~and Title 8~~ or, alternatively, elect to proceed under the procedure established for resolution of contractual disputes pursuant to a collective bargaining agreement.

b. Exceptions Concerning Tribal Gaming Regulatory Authority. Nothing contained in this Law shall in any way diminish the authority and power of the Mashantucket Pequot Tribal Gaming Commission or any other agency, commission or regulatory body established by the Tribe to regulate the conduct of gaming on the

Reservation and safeguard the integrity of the gaming including the prevention of illegal activity or influences affecting the gaming on the Reservation. Further, nothing contained in this Law or this section shall require a Tribal Employer to bargain concerning gaming regulatory issues including but not limited to:

1. The enforcement of all rules, whether in laws, rules, ordinances or procedures, with respect to the gaming operation and facility, and the power to conduct investigations and hearings with respect thereto;
2. Ensuring the physical safety of gaming operation patrons and employees, and any other person while in the gaming facility;
3. The physical safeguarding of assets transported to, within, and from the gaming facility;
4. The prevention of illegal activity from occurring within the gaming facility or with regard to the gaming operation, including, but not limited to the maintenance of employee procedures and surveillance systems;
5. The recording of any and all occurrences within the gaming facility that deviate from normal operating policies and procedures, which includes maintenance of a closed circuit surveillance system;
6. The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud or the like, consistent with industry practice;
7. The conduct of audits of the gaming operation;
8. The specifications, standards and procedures for each game;
9. The maintenance of a cashier's cage; or
10. Minimum employee and supervisor staffing requirements related to such regulation of gaming.

Provided, however, that the above list is not intended to remove from bargaining subjects that are otherwise appropriate for bargaining and which are not related to the conduct of gaming on the Reservation and safeguarding the integrity of the gaming, including the prevention of illegal activity or influences affecting the gaming on the Reservation. Provided further that whenever practicable, a Tribal Employer shall bargain with a duly certified ~~L~~labor ~~O~~rganization regarding the implementation and effects of directives of the Mashantucket Pequot Tribal Gaming Commission.

c. Union Security Clauses. If a ~~L~~labor ~~O~~rganization has been certified as the exclusive bargaining representative under Tribal law then a Tribal Employer may lawfully enter into a union security agreement where said agreement does not violate the Indian Civil Rights Act, 25 U.S.C. § 1302 or the Tribal Civil Rights Code, 20 M.P.T.L. ch. 1 ~~subsection~~ § 1 and no election has been conducted ~~under Tribal law by a special manager or MERO Board~~ in which a majority of the employees eligible to vote in such election have voted to rescind the authority of such ~~L~~labor ~~O~~rganization to make such an agreement. Other than under these conditions, nothing contained in this Law shall require a Tribal Employer to bargain concerning any union security clause, such as union shop, agency shop,

or dues check-off provisions. The obligation of a Tribal Employer to bargain collectively pursuant to this law shall not be construed as authorizing the Tribal Employer and a ~~L~~abor ~~O~~rganization to bargain and enter into an agreement that would be or is in conflict with the provisions of any other Law of the Tribe, including but not limited to the Tribal Right to Work Law, codified in Title 28 M.P.T.L.

d. Tribal and Native American Preference. Pursuant to the Mashantucket Pequot Tribal and Native American Preference Law, 33 M.P.T.L., Tribal Employers are required to give certain preferences in employment to ~~members of the Tribe~~ Tribal Members, their spouses and adopted children and Native Americans. Nothing contained in this Law shall be construed to require or permit a Tribal Employer to bargain concerning the requirements imposed upon employers pursuant to Tribal law regarding Tribal and Native American preference, or shall in any way affect a Tribal Employer's obligation to follow Tribal law, policies or custom and traditions regarding Tribal and Native American preference in employment. In the event of a conflict between the Tribal law regarding Tribal and Native American preference and this Law, the Tribal law on Tribal and Native American preference shall govern.

e. Modification or Termination of Collective Bargaining Agreement. If there is in effect a collective-bargaining agreement covering Tribal Employees, the duty to bargain collectively shall also mean that no party to such agreement shall terminate or modify such contract, unless the party desiring such termination or modification:

1. Serves a written notice upon the other party to the agreement of the proposed termination or modification sixty days prior to the expiration date thereof, or in the event such agreement contains no expiration date, sixty days prior to the time it is proposed to make such termination or modification;
2. Offers to meet and confer with the other party for the purpose of negotiating a new agreement or an agreement containing the proposed modifications; and
3. Complies with Section 11 of this Law prohibiting Strikes and Lock Outs.

32 M.P.T.L. ch. 1 § 10

§ 10. Negotiations Timetable; Dispute and Impasse Resolution

a. Negotiations Timetable. If either a Tribal Employer or a ~~L~~abor ~~O~~rganization which has been designated as the exclusive bargaining representative for an appropriate bargaining unit under this Law desires negotiations with respect to an original or successor collective bargaining agreement, such party shall serve written notice of such desire upon the other party. For successor collective bargaining agreements, such notice must be served upon the other party no earlier than one hundred twenty (120) days prior to the expiration of the existing collective bargaining agreement and no later than sixty (60) days prior thereto. Negotiations shall commence within 30 days of such service, unless the parties mutually agree to a different date.

b. Mediation. Upon the joint request of the parties, at any time after negotiations have begun, the Chair of the Tribe's Peacemakers ~~Council~~ shall

designate a Mediation Panel, pursuant to Title 31 M.P.T.L., to assist the parties in continuing the negotiations and reaching an agreement, or the parties may agree to the designation of a single mediator selected by agreement of the parties.

c. Impasse. If the parties to negotiations do not reach an agreement within one hundred fifty (150) days after negotiations have begun, then either party may file a petition with the MERO.

- (i) Upon appointment, the Special Master or the MERO Board shall immediately adopt procedures for reaching a decision resolving all issues within sixty (60) days of the filing of the petition and shall convene a hearing to allow the parties to provide evidence and argument to the Special Master or the MERO Board. The parties shall have the right to submit written briefs. The record is officially closed at the later of the close of the hearing, or the Special Master's or the MERO Board's receipt of briefs.
- (ii) Each party shall submit to the Special Master or the MERO Board, and to each other, a proposal setting forth its position on how each of the unresolved issues shall be resolved.
- (iii) The Special Master's or the MERO Board's authority is limited to selecting one party or the other's complete proposal with respect to each issue and shall render a decision or award addressing each of the unresolved issues based on the complete proposal selected for that issue. The Special Master or the MERO Board shall issue an award within sixty (60) days of the filing of the petition, unless the time period is extended by mutual agreement of the parties.

32 M.P.T.L. ch. 1 § 11

§ 11. Strikes and Lockouts prohibited

Strikes of any kind and lockouts are strictly prohibited. A Labor Organization shall not cause, instigate, encourage or support a Tribal Employee strike. A Tribal Employer shall not cause, instigate or engage in a lockout of its employees.

32 M.P.T.L. ch. 1 § 12

§ 12. Elections; Labor Organization Designation as Exclusive Representative; Appropriateness of Bargaining Unit; Representational Rights

a. Petition for Election. A Labor Organization may file a petition with the MERO Director stating that thirty (30) percent or more of the Tribal Employees in an appropriate bargaining unit, provided for under this Law, desire to be exclusively represented for the purposes of collective bargaining within the unit by the petitioning organization and request the designation of said organization as their exclusive representative. A petition filed hereunder must contain either the signatures of thirty (30) percent of the Tribal Employees in the bargaining unit proposed, or be accompanied by the submission of authorization cards from at least thirty (30) per cent of the Tribal Employees in the bargaining unit. The petition must also describe the bargaining unit,

including a designation of each job category or position which the Labor Organization states should be included in the bargaining unit.

b. Processing ~~receipt~~ of Petition for Election. The MERO Director shall review the petition and showing of interest and certify compliance with this Law; provided that upon written request of a petitioner, the petition or authorization cards containing employee signatures may be presented directly to the MERO Board Presiding Officer or Special Master for review and certification of compliance with this Law. The ~~Special Master~~ or the MERO Board shall, ~~review the petition, verify the labor organization's showing of interest, certify that it is in compliance with this law~~ review and decide any issues or objections raised concerning the petition or the appropriateness of the bargaining unit, and conduct a secret ballot election as provided herein.

c. Secret Ballot Election. When all ~~pre-election~~ issues, if any, relating to the petition have been resolved, the ~~Special Master~~ or the MERO Board shall conduct a secret ballot election if it determines that a valid petition has been filed. The ballot for the ~~special~~ election shall contain the name of any ~~Labor Organization~~ submitting a petition in compliance with subsection (a) of this section, and contain clear language providing the Tribal Employees with a choice to either select the ~~Labor Organization~~ that filed the petition as the exclusive representative for the Tribal Employees within the bargaining unit or to choose not to be represented by any ~~Labor Organization~~.

d. Election Results and Objections ~~and Appeal~~. If a majority (fifty percent plus one) of the votes cast are in favor of ~~representation by the certification of a Labor Organization~~, the ~~Special Master~~ or MERO Board shall certify the ~~Labor Organization~~ as the exclusive bargaining representative for the appropriate bargaining unit. If a ~~Labor Organization~~ does not receive a majority vote for certification, then the ~~Labor Organization~~ shall not be certified as the exclusive representative of the bargaining unit. If either the Tribal Employer or the ~~Labor Organization~~ has a good faith reason to believe that the election was not conducted in a fair and impartial manner or that fraud or prohibited practices affected the outcome of the election, the Tribal Employer or ~~Labor Organization~~ may file such objections with the ~~Special Master~~ or the MERO Board within ten (10) days after the election. The ~~Special Master~~ or the MERO Board shall conduct such investigation as it deems appropriate to resolve such objections. Whether to hold an evidentiary hearing on such objections shall be within the discretion of the ~~Special Master~~ or the MERO Board.

e. Time Limitation. No election shall be directed or held in any bargaining unit within which an election has been conducted in the twelve (12)-month period immediately preceding the proposed representation election.

f. Determination of Appropriateness of Bargaining Unit. In determining the appropriateness of a bargaining unit, the ~~Special Master~~ or MERO Board shall take into consideration but shall not be limited to considering the following factors:

1. That an appropriate bargaining unit is based on occupational groups or groups of employees who share clear and identifiable communities of interest in employment terms and conditions and related personnel matters;
2. The effects of over-fragmentation;

3. Principles of efficient administration of the Tribal government; and
4. Any history of collective bargaining for Tribal employees.

g. Guards or Other Security Personnel. A ~~L~~abor ~~O~~rganization shall not be certified as the representative of employees in a bargaining unit of guards or other security personnel if such organization admits to membership, or is affiliated directly or indirectly with an organization which admits to membership, employees other than guards or other security personnel.

h. Appeals. Any ~~pre-election or post-election decisions determinations~~ of the ~~S~~pecial ~~M~~aster or the MERO Board may be appealed to the Tribal Court upon issuance of the final case decision or certification. An earlier appeal may be taken only if authorized by the ~~S~~pecial ~~M~~aster or MERO Board. The date of mailing of the final case decision or certification, or the Special Master or MERO Board authorization for an immediate appeal, as applicable, shall begin the appeal period.

i. Deauthorization. ~~Upon the filing with the MERO Director~~ A petition signed by thirty (30) percent or more of the employees in a bargaining unit covered by a collective bargaining agreement containing a union security clause, ~~of a petition~~ alleging they desire that the authorization to enter such an agreement be rescinded, may be filed with the MERO Director. The ~~S~~pecial ~~M~~aster or the MERO Board shall hold a secret ballot election of the employees in such unit and certify the results thereof to the affected ~~L~~abor ~~O~~rganization and Tribal Employer. If a majority (fifty percent plus one) of the employees in the bargaining unit vote to rescind such authorization, then the provision for a union security clause shall be null and void and of no further force or effect. If the secret ballot election does not result in a majority of employees voting to rescind, then the provision in the collective bargaining agreement shall remain in full force and effect.

32 M.P.T.L. ch. 1 § 13

§ 13. Decertification of exclusive representative

a. A Tribal Employee or the ~~L~~abor ~~O~~rganization itself may initiate decertification of a ~~L~~abor ~~O~~rganization as the exclusive representative if thirty (30) percent of the Tribal Employees in the bargaining unit make a written request to the MERO for a decertification election. If such a request is filed, the MERO shall ~~process~~ ~~conduct~~ the decertification ~~petition election~~ in the same manner as a certification ~~petition election~~ is processed ~~conducted~~ pursuant to this Law. The Special Master or the MERO Board shall conduct a secret ballot election if it determines that a valid petition has been filed. The ballot for the election shall contain the name of the Labor Organization, and contain clear language providing the Tribal Employees with a choice to either select the Labor Organization as the exclusive representative for the Tribal Employees within the bargaining unit or to choose not to be represented by any Labor Organization. A ~~L~~abor ~~O~~rganization will be decertified as the exclusive representative of an appropriate bargaining unit if the Labor Organization does not receive a majority (fifty percent plus one) of the votes cast. ~~Tribal Employees in the bargaining unit vote for decertification.~~

b. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the MERO no earlier than ninety (90) days and no later than forty-five (45) days before the expiration of the

collective bargaining agreement or at any time after the agreement has expired; provided, however, that if the term of a collective bargaining agreement is more than three years, a request for decertification may be made at any time after the expiration of the third year.

32 M.P.T.L. ch. 1 § 14

§ 14. Registration of Labor Organization

a. Requirement to Register. Every ~~L~~labor ~~O~~rganization operating within the territorial jurisdiction of the Tribe shall file a report with the Office of Legal Counsel for the Tribe, on or before ~~sixty~~ (60) days after enactment of this Title and thereafter on or before December 31 of each year. The report, which shall be filed by the president of the ~~L~~labor ~~O~~rganization or another duly authorized officer of the ~~L~~labor ~~O~~rganization, shall contain the following information:

1. The name and address of the ~~L~~labor ~~O~~rganization;
2. The names and addresses of the president, secretary, treasurer, and business agent(s) of the ~~L~~labor ~~O~~rganization;
3. The name and address of the national and/or international organization, if any, with which the ~~L~~labor ~~O~~rganization is affiliated;
4. A copy of the collective bargaining agreement(s) between the ~~L~~labor ~~O~~rganization and any employer within the territorial jurisdiction of the Tribe;
5. A copy of the current Constitution and By-laws of the ~~L~~labor ~~O~~rganization, as well as any amendments, i.e., the basic written rules governing the organization; and
6. A copy of the Labor Organization's Annual Report.

b. Submission of New Information. The president of the ~~L~~labor ~~O~~rganization shall file with the Office of Legal Counsel for the Tribe a notice of any changes to the information required above within ~~thirty~~ (30) days after the changes are made and provide any additional information requested by the Office of Legal Counsel.

c. Violations. It shall be a violation of this subsection for any ~~L~~labor ~~O~~rganization or any person acting on behalf of any ~~L~~labor ~~O~~rganization to fail to register or to make any false statements on any reports required to be filed pursuant to this Law.

32 M.P.T.L. ch. 1 § 15

§ 15. Licensing of ~~B~~business ~~A~~agents.

a. No person shall act as a ~~B~~business ~~A~~agent of a ~~L~~labor ~~O~~rganization within the territorial jurisdiction of the Tribe unless that person has received a license from the MERO.

1. Any person who seeks such a license shall pay a license fee of \$25, submit a statement signed by the president and the secretary of the ~~L~~labor ~~O~~rganization which establishes the ~~individual person's~~ authority

to act as a ~~B~~usiness ~~A~~gent for the organization, and agree to undergo a background investigation.

2. No person shall be issued a license to act as a ~~B~~usiness ~~A~~gent within the territorial jurisdiction of the Tribe if that person has been convicted of a felony, has been convicted of a misdemeanor involving moral turpitude, is currently facing charges on a felony or on a misdemeanor involving moral turpitude or, based on the background investigation, is deemed by the MERO to be of questionable moral character.
3. If at any time after issuance of the license the MERO receives reliable information that the licensee should be deprived of his or her license based on the factors stated above, then the MERO may suspend or revoke the license. The license shall be valid ~~run~~ for two calendar years, inclusive of the calendar year ~~for which it is issued~~ of issuance if the applicant applied pursuant to subsection (a)(1) above, unless sooner surrendered, suspended, or revoked.
4. All licenses shall expire at midnight on December 31 of ~~the expiration~~ ~~each~~ year but may be renewed by the MERO on a form prescribed by the MERO for that purpose and upon payment of ~~an annual~~ a renewal fee of \$25. However, if any license has been surrendered, suspended or revoked during ~~its term~~ ~~the year~~, then the applicant must ~~meet~~ ~~go through~~ the requirements set forth in subsection (a)(1) above.
5. Any person denied a license or whose license is suspended shall have the right to appeal such a determination to the Tribal Court.

b. It shall be a violation of this Section for any person to:

1. Act as a business agent on the Reservation for a ~~L~~abor ~~O~~rganization without having obtained a valid license;
2. Act as a business agent of any ~~L~~abor ~~O~~rganization without the authority of the ~~L~~abor ~~O~~rganization to do so;
3. Make any false statement on any reports required to be filed pursuant to this Law;
4. Make any false statement in an application for a ~~B~~usiness ~~A~~gent's license.

c. If the MERO Director, after investigation, determines that any person or ~~Labor Organization~~ is in violation of ~~this section~~ ~~ch. 1, § 14 or 15 of this~~ ~~the~~ Law, the Director may impose penalties up to Two Hundred Fifty Dollars (\$250) per violation per day. However, no such penalty may be imposed with respect to any violation set forth in sub-sections (b)(1) and (b)(2) of §15 or with respect to a failure to register pursuant to §14 without first giving the violator notice of the violation and an opportunity to cure it. The MERO Director may also refer the matter to the Mashantucket Pequot Council of Elders to determine if an order of exclusion or banishment is appropriate, or, if the violation affects the Tribe's gaming operation, to the Mashantucket Pequot Tribal Gaming Commission for possible exclusion from the gaming facilities as may be allowed under Title 3, ~~ch. 1, section—5~~ of the Mashantucket Pequot Tribal Laws. Any person or ~~Labor Organization~~ adversely affected by the imposition of

penalties by the MERO Director shall have the right to appeal such imposition of penalties to the Tribal Court.

32 M.P.T.L. ch. 1 § 16

§ 16. ~~Case Processing Time For Filing Appeals~~

a. The following provisions are applicable to all cases filed pursuant to ch. 1 §7, 10, 12 or 13 of this Law:

1. The person filing the claim or petition must give all other parties notice of the filing the same day the claim or petition is filed.
2. Absent a party to a case submitting a written request to the MERO Director for a MERO Board within five (5) days of the claim or petition being filed with the MERO, the case shall be transferred to the Tribal Court for appointment to a Special Master.
3. A MERO Board or Special Master may convene an evidentiary hearing for the purpose of addressing any and all issues relating to a claim or petition. Parties shall have the opportunity to present evidence at a hearing and submit briefs.
4. The MERO shall adopt procedures for the administrative processing of cases. Notwithstanding any provisions in this Law to the contrary and regardless of the appointment of a Special Master or MERO Board, the MERO Director may, with the same force and effect of a Special Master or MERO Board, rule or act upon:
 - A. any matters prior to referral of the case to a Special Master or MERO Board;
 - B. parties' mutual stipulations, agreements or resolutions of claims or petitions;
 - C. requests for extensions of time;
 - D. requests or motions to hold cases in abeyance pending settlement negotiations, a decision on a request for financial assistance or other reasonable basis; or
 - E. requests of a Special Master or MERO Board to perform functions otherwise required to be performed by the Special Master or MERO Board;

provided, a MERO Director determination, decision or order pursuant to ch. 1 § 16(a) (4) may be appealed to a Special Master or MERO Board, as applicable, or in the absence of an appointed Special Master or MERO Board, to the Tribal Court.

b. If a party to a petition or claim filed with the MERO timely elects a MERO Board:

1. Within five (5) days, each party to the case shall select one MERO Board member;

2. Within an additional five (5) days, the parties or party-appointed MERO Board members shall confer and select a presiding officer for the MERO Board;
3. Absent timely selection of a presiding officer, or by agreement of the parties, the MERO shall request from the American Arbitration Association a random panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and the parties or the MERO Board members appointed by the parties shall select a presiding officer from said list within five (5) days of receipt of the list.
4. Decisions on the merits or procedural matters that may materially affect the merits shall be in writing and decided by a majority of the MERO Board. Any decision of a presiding officer with respect to procedural matters that would not materially affect the merits may be appealed to the full MERO Board for a majority decision. A tie among MERO Board members shall be resolved by the decision of the presiding officer of the MERO Board.
5. The costs of the MERO Board or Special Master and any fees associated with the proceedings shall be shared equally by the parties.
6. Absent a grant of an extension of time, a party's failure to submit all required information for a timely MERO Board member selection shall be considered a default. The MERO will serve a notice of default and afford the defaulting party not less than twenty-four (24) hours to cure it. If the default is not timely cured, the defaulting party waives the right to participate in the selection of the presiding officer, provided the selected presiding officer must be a member of the National Academy of Arbitrators. A notice of default survives withdrawal and re-filing. For purposes of this subsection, service is complete upon transmission by electronic mail or, in the absence of e-mail, telephonic message.

c. If a case is referred to the Tribal Court for assignment to a Special Master, the Tribal Court may adopt special procedures for cases to be heard by a Special Master; otherwise the Mashantucket Rules of Civil Procedure shall apply and the case shall proceed before the Special Master and be considered in the same manner as any other civil matter.

d. Notwithstanding any provisions of this Law to the contrary, when a person is a party to a case, the following shall apply:

1. **Prohibited Practice Cases:** At its discretion, upon notice to the parties, the MERO may investigate the claims within a reasonable period of time not to exceed sixty (60) days and issue a written decision, which shall include findings of fact and conclusions of law. If the MERO Director finds a violation of law, the decision shall include a remedial order, if appropriate. Within ten (10) days of the mailing of the written decision, any party to the case may request a hearing before a Special Master or MERO Board, at which the MERO Director decision shall be admissible. Absent a timely request for a Special Master or MERO Board hearing, the MERO Director decision shall be final and binding on the parties.
2. **All Cases:**

- A. If the person submits to the MERO a written request for a Special Master at any time prior to appointment of a MERO Board presiding officer, the case shall be referred to the Tribal Court for appointment to a Special Master; provided, nothing herein precludes investigation pursuant to ch. 1 § 16(d) (1).
- B. The person may submit a written request for financial assistance for a MERO Board proceeding at any time during the pendency of the case before the MERO. Case processing may be held in abeyance for a reasonable period of time to permit the submission and evaluation of supporting documentation. Financial assistance determinations are within the MERO Director's sole discretion.

32 M.P.T.L. ch. 1 § 17

§ 17. Tribal Court Proceedings

a. Time for Filing Appeal. Any appeal to the Tribal Court allowed under this Law must be filed with the Tribal Court within twenty (20) days after the mailing of the determination, decision, order or penalty assessment being appealed; provided, ch.1, §12(h) shall apply to cases under ch. 1 § 12 or § 13. If an appeal is not filed within that time period, the determination, decision, order or penalty assessment shall be final.

b. Appeals from Special Master or MERO Board Proceedings. A determination, decision or order of a Special Master or a MERO Board shall be adopted by the Tribal Court and become a final decision of the Tribal Court, unless the Tribal Court determines, under a clear and convincing evidence standard of review, that the determination, decision or order of the Special Master or the MERO Board, as the case may be, resulted from fraud or bias or is in direct conflict with Tribal law.

c. Appeals from MERO Director Decision or Penalty Assessment. A decision pursuant to ch. 1 § 16(a) or (b) or penalty assessed by the MERO Director shall be adopted by the Tribal Court and become a final determination of the Tribal Court, unless the Tribal Court determines that the decision or assessment constituted an abuse of discretion.

d. Enforcement of MERO Order. An action may be brought in Tribal Court to enforce a final decision and order of the MERO Director, a MERO Board or a Special Master no later than one (1) year after the last act required by the order. The MERO shall file with the Tribal Court a copy of the MERO Director or MERO Board decision and order within thirty (30) days after the enforcement action is filed with the court. The Tribal Court shall enforce the decision and order of the MERO unless the decision or order is in direct conflict with Tribal law.

e. Tribal Court Tribal Court Final Determination. The decision of the Tribal Court shall be final and there shall be no appeal to the Mashantucket Pequot Court of Appeals.

§ 18. Waiver of Sovereign Immunity

The Tribe hereby waives its sovereign immunity from suit for claims brought under this Law against a Tribal Employer before the Tribal Court or MERO, including a Special Master or MERO Board . Nothing contained herein shall be construed as a waiver of the Tribe's sovereign immunity from suit in the state or federal courts or in any state or federal agency or any other forum or context.

Historical & Statutory Notes

Derivation.

Effective August 16, 2007, EXTCR08160701 enacted the Mashantucket Pequot Labor Law.

Amendments.

Effective October 28, 2008, EXTCR102808-01 of 02, amends EXTCR081607-01.

Effective July 23, 2009, TCR072309-04 of 09, approved various technical amendments throughout.

Effective June 24, 2010, TCR062410-01 of 04, amended Section 12(e) of the Mashantucket Pequot Labor Relations Law by deleting "the Tribal Employees in the proposed bargaining unit vote" and replacing it with "votes cast are".

Effective January 10, 2019, TCR011019-01 of 02, made various amendments to address structural and procedural issues and to add a statute of limitations for prohibited practice cases.

TCR022719-01 of 05 amended TCR011019-01 of 02, to provide that the effective date of the amendments to ch. 1 § 7 (b) of Title 32., adding a statute of limitations for prohibited practice cases, shall be the 181st calendar day after the date of enactment of TCR011019-01 of 02.

TCR062718-01 of 07 & TCR041521-01 of 04 amended 33 M.P.T.L. Mashantucket Pequot Tribal and Native American Preference Law.
Amendments to this law are indicated in red.

TITLE 33. MASHANTUCKET PEQUOT TRIBAL AND NATIVE AMERICAN PREFERENCE LAW

33 M.P.T.L. ch. 1 § 1

§ 1. Title; Authority

This title may be cited as the "Mashantucket Pequot Tribal and Native American Preference Law". This title is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the lawful governing body of the Mashantucket Pequot Tribe, to regulate labor and employment within the Reservation. Further, the Tribe has the inherent authority to exclude persons from the Reservation and to place conditions on entry and continued presence on the Reservation, and to govern conduct within the Reservation.

33 M.P.T.L. ch. 1 § 2

§ 2. Findings

The Mashantucket Pequot Tribe, through the Mashantucket Pequot Tribal Council finds that:

a. It has a Native American Preference Policy that requires preference in employment decisions for Tribal Members and Native Americans. This policy is applicable to the Tribe, its arms, subdivisions, entities and organizations and does not contain an enforcement mechanism or an administrative process to ensure compliance.

b. There are an increasing number of non-tribal employers on the Reservation and there is a need to establish the requirements of Native American and Tribal preferences for all employers, as well as establish a process for enforcing the requirements of the law.

c. There continues to be a need and desire to promote individual and tribal economic development within the Mashantucket Pequot Tribal Nation, both through Employment Opportunities and through contracting opportunities. To further the Tribe's goal to provide opportunities for professional growth and economic empowerment of its Tribal Members and Native Americans, and in recognition of the importance of cultural and traditional beliefs of Native Americans and the need for this influence in the employment environment, the Tribe recognizes that it is important to provide individuals and employers with guidance on these issues, the administrative structure to regulate this area, and a forum to address any issues that may arise concerning compliance with this Law.

d. In order to foster and advance its culture, mission, and laws, it is important to support the preservation and development of tribal families including Tribal Member Spouses and Adopted Children. Providing preference in employment opportunities to Tribal Members, ~~and~~ their Spouses, and Adopted Children furthers the important goal of preserving tribal families by promoting the economic well-being of the tribal family and assuring that all family members can share in the benefits and responsibilities of tribal employment.

e. As recognized in the Constitution, the Mission Statement and the Strategic Objectives of the Mashantucket Pequot Tribal Nation, it is in the interests of all Tribal Members, the citizens of Mashantucket, to conserve and develop common resources and promote the welfare of Tribal Members and their descendants.

33 M.P.T.L. ch. 1 § 3

§ 3. Purpose

The purposes of this Law are:

- a. To clearly set forth the requirements for all Employers within the jurisdiction of the Tribe to provide preference in Employment Opportunities for Tribal Members, Spouses, Adopted, and Dependent Children of Tribal Members and Native Americans who meet the Minimum Necessary Qualifications of the job; and
- b. To designate duties and obligations of the Mashantucket Employment Rights Office regarding the implementation of the various provisions and requirements of this Law, including the resolution of any claimed violations of the law, providing guidance to both individuals who may qualify for preference and Employers, and communicating the requirements of this Law to Employers and others.

33 M.P.T.L. ch. 1 § 4

§ 4. Definitions

- a. "Adopted Child" or "Adopted Children" means any person legally adopted by a Tribal Member and in good standing with the Tribe. A certified copy of a court order of adoption shall be proof of legal adoption.
- b. "Cultural Opportunity" means an accommodation for a cultural conviction unique to an individual's Tribal or Native American culture.
- c. "Early Out" means the release of an Employee who appears as scheduled ready to work, prior to the end of their scheduled work period and for the remainder of the work period, due to lack of available work.
- d. "Employee" means an employee of an Employer who performs work, in whole or in part, on the Reservation, excluding appointed or elected officials of the Tribe.
- e. "Employment Opportunities" means hire, transfer, promotion, training, and non-disciplinary retention, including in any reorganization or layoff. Employment Opportunities does not mean the creation of a position or the creation of specialized training that is not otherwise provided to other employees.
- f. "Employer" means any Person that employs five (5) or more employees who, during any thirty (30) day period, each spend, cumulatively, forty (40) or more hours performing work on the Mashantucket Pequot Reservation. Employer shall include the Tribe and any agency, subdivision, arm, department, instrumentality, or entity thereof located or engaged in work on the Reservation. The term Employer excludes federal, state or local governments.

- g. "Hardship" means some identifiable direct or indirect operational harm or expense.
- h. "MERO Director" or "Director" means the Director of MERO as established and defined in Title 31 M.P.T.L.
- i. "MERO" or "MERO Office" means the Mashantucket Employment Rights Office as established and defined in Title 31 M.P.T.L.
- j. "Minimum Necessary Qualifications" means those job-related qualifications that are essential to the performance of the basic responsibilities of each employment position, including any essential qualifications concerning education, technical skills, training or job-related experience. Demonstrated ability to perform basic responsibilities shall be deemed satisfaction of essential qualifications.
- k. "Native American" or "Indian" means an individual enrolled in and recognized as a member by his or her tribe or tribal community; provided that the tribe or tribal community is recognized by the Mashantucket (Western) Pequot Tribe (through a Mashantucket Pequot Tribal Council Resolution), the Federal Government, by a state in the United States, or as a First Nation in Canada.
- l. "Natural Progression" means an employment position that is a logical next step in a career path for a current Employee.
- m. "Person" means both natural persons and artificial persons, including, but not limited to, entities considered Employers hereunder, corporations, partnerships, joint ventures, limited liability companies, sole proprietorships, associations, unions, trusts, trustees, and agents.
- n. "Reservation" means the Mashantucket Pequot Reservation as that term is defined in 25 U.S.C. § 1752(7) together with any lands held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.
- o. "Restructure" shall mean a reorganization of positions in an effort to promote efficiencies or save money. When the Tribe is the Employer and a Restructure would result in the loss of employment for a Tribal Member, then the Tribal Council must approve such Restructure.
- p. "Shift Assignments" shall mean those shift assignment opportunities resulting from an open position, or those opportunities to maintain a shift assignment during shift reassignments.
- q. "Spouse" shall mean a man or woman joined in lawful marriage or a surviving spouse with a child as those terms are defined in Title 29, M.P.T.L., § 4, who is in good standing with the Tribe.
- r. "Suspend" or "Suspension" means a final disciplinary action of unpaid leave of at least one (1) workday and does not include a suspension pending investigation.
- s. "Training" means existing and available training opportunities.
- t. "Tribal Council" means the governing body of the Mashantucket (Western) Pequot Tribe.

u. "Tribal Member" means a duly enrolled member of the Mashantucket (Western) Pequot Tribe who is in good standing.

v. "Tribal Member Dependent Child(ren)" means any non-Tribal Member person(s) who was in the custody and care of a Tribal Member and resided in the household of the Tribal Member for at least seven (7) years on or before reaching the age of eighteen (18) years as a member of the Tribal Family. A certified custody order, a notarized power of attorney and/or certified school record shall be proof of such custody and care. For the purposes of this Law, Tribal Member Dependent Child(ren) shall be treated the same as Adopted Child(ren).

w. "Tribe" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation and includes any arm, department, agency, subdivision, enterprise or organization within or wholly owned by the Tribe. Tribe does not include any entity created under state laws that is owned by the Tribe and operates primarily outside of the Tribe's Reservation.

33 M.P.T.L. ch. 1 § 5

§ 5. Preference in Employment

a. Preference; Tribe as Employer. When the Tribe is the Employer, it shall give preference in Employment Opportunities first to Tribal Members, then to Spouses and Adopted Children of Tribal Members, and then to other Native Americans; provided that the Tribal Member, Spouse, ~~or~~ and Adopted Child of Tribal Member or Native American, as the case may be, meets the Minimum Necessary Qualifications. Thereafter, the Employment Opportunity shall be open to any other candidate who meets the Minimum Necessary Qualifications of the position. If no candidate for an Employment Opportunity meets the Minimum Necessary Qualifications, then preference shall be given first to Tribal Members, then to Spouses and Adopted Children of Tribal Members, and then to other Native Americans, who are capable of being trained to the Minimum Necessary Qualifications of the position. The requirement for giving preference provided in this subsection 5(a) also applies to the hiring of student interns throughout the year or for after school, weekend, or summer vacation employment. An Employment Opportunity shall be awarded to the best candidate, as determined by the Employer, from among two (2) or more candidates of the same preference category who meet the Minimum Necessary Qualifications of the position.

b. Preference; Non-tribal Employers. For Employers other than the Tribe, preference in Employment Opportunities shall be given to individuals who are members of a federally recognized Indian tribe and who live on or near a reservation; provided that they meet the Minimum Necessary Qualifications. Thereafter, the Employment Opportunity shall be open to any other candidate who meets the Minimum Necessary Qualifications of the position. If no individual in the foregoing situations meet the Minimum Necessary Qualifications, then preference shall be given to a member of a federally recognized Indian tribe living on or near a reservation who is capable of being trained to the Minimum Necessary Qualifications of the position, if such an individual has applied for the position.

c. Preference Exception. Preference in an Employment Opportunity is not required to be given when a position is not otherwise open but results from a Restructure and is filled as approved by the Tribal Council or through Natural Progression by an employee already performing substantial duties of the position; or a position is filled through an intradepartmental Natural Progression of an employee already performing or overseeing substantial duties of the position, provided that if a vacated position exists, it is an Employment Opportunity.

d. Additional Preference; Tribe as Employer. In addition to any other preference provided herein or by practice or policy, when the Tribe is the Employer, it shall provide to Tribal Members and Spouses and Adopted Children of Tribal Members:

- i. Notification at least two (2) days in advance of posting or advertising of employment position openings;
- ii. Preference in Shift Assignments; and
- iii. Preference to be the first offered an Early Out and the last required to take an Early Out.

e. Cultural Opportunities; Tribe as Employer. In addition to any other preferences provided herein, when the Tribe is the Employer, Cultural Opportunities shall be provided to Tribal Members, Spouses, and Adopted Children of Tribal Members and Native Americans, unless providing the Cultural Opportunity would cause Hardship to the Employer.

f. Exhaustion of Paid Leave. When a preference in employment involves the Employer's provision of leave or time away from work to a Native American who is not a Tribal Member, ~~or~~ Spouse, or Adopted Child of a Tribal Member, the Employer may require the employee to utilize any available paid, accrued leave time prior to receiving leave or time off without pay.

g. Posting Requirements. Employers are required to comply with all job posting requirements which may be mandated in any rules, regulations and/or guidelines promulgated by MERO. All Employers shall include and specify a preference policy statement in all job announcements and advertisements and applicable employer personnel policies consistent with this Law.

h. Exclusion; Key Positions. The preference in Employment Opportunities required by and set forth in this Law shall not be applicable to personnel actions regarding any key positions.

- i. For purposes of this Law, a "key position" means a high-level managerial or critical function position such that the Employer would risk significant damage or loss if the position were not filled with the best qualified candidate regardless of preference, or a position

held or to be held by an individual holding a substantial ownership interest in the Employer, or a position that has a substantial impact on the ability of the Employer to execute its strategic objectives, or a position that directly enhances the strategic capabilities of the Employer. Political appointee positions as defined by TCR121201-01 of 04, elected officials, and all Tribal Court positions are key positions. "Key position" also includes any position designated by the Tribal Council as key, under the criteria set forth in this law; provided that when designating a position as key, the Tribal Council identifies the criteria relied upon in this Section and how the position meets the criteria.

ii. Absent Tribal Council designation, the Person claiming the exclusion bears the burden of proving the key position by a preponderance of the evidence.

i. Collective Bargaining Agreement. Every collective bargaining agreement covering Employees on the Reservation must be in compliance with the preference requirements of this Law.

j. Reports. Each Employer shall submit to MERO on or before October 15th of each year, a report on a form prescribed by MERO stating the number of employees hired by the Employer during the previous year and whether such employees remain employed by the Employer at the time the report is submitted. Such report shall also indicate the number of Tribal Members, Tribal Member Spouses and Adopted Children, and/or Native Americans, as applicable, employed by job category, number hired, number terminated and length of employment. All Employers shall also submit to MERO, in a timely manner, such information (including documentation) as MERO requests to enable it to determine whether the Employer is in compliance with this Law and any rules and regulations promulgated pursuant to this Law.

k. Office of Native American Preference. The Tribe as an Employer must employ an individual or individuals whose job duties include overseeing Tribal Employer compliance with the employment preferences required by this Law, and such individual(s) shall constitute the Office of Native American Preference ("ONAP"). ONAP's responsibilities shall include, without limitation, participation in any employment decisions related to this Law, such as the preferences provided in Section 5, and any disciplinary determinations, including discharge from employment. An ONAP representative shall also meet with each preference eligible employee together with a representative of the Tribal Employer within the employee's first ninety (90) days of employment in a position to review the employee's performance and to advise of any appropriate Training, if necessary. If ONAP identifies Training that would benefit the employee but such Training cannot be completed within the first ninety (90) days of employment, ONAP may extend the employee's probationary period for a period not to exceed sixty (60) days so that the employee may attend such identified Training. ONAP shall not be eliminated by the Tribal Employer unless the Mashantucket Pequot Tribal Council approves such action.

33 M.P.T.L. ch. 1 § 6

§ 6. Application Skills Bank

a. Establish Skills Bank. Upon the appropriation of funding, MERO shall establish an application skills bank to assist Employers in placing Tribal Members and Native Americans in employment positions on the Reservation. MERO shall communicate with Tribal Members, and to the extent possible other Native Americans, to obtain a resume or application setting forth all necessary information in order to compile a list of Tribal Members and Native Americans who may be available for employment and the skills and qualifications of each individual.

b. Annual Update. MERO shall update the skills bank on an annual basis including the determination of any additional Tribal Members or Native Americans who should be included in the skills bank and to update qualifications of each individual in the skills bank.

33 M.P.T.L. ch. 1 § 7

§ 7. Preference in Awarding Contracts (RESERVED).

33 M.P.T.L. ch. 1 § 8

§ 8. Certification for Tribally Owned and Native American Owned Businesses (RESERVED).

33 M.P.T.L. ch. 1 § 9

§ 9. Claim Procedures; Investigations; Hearings; Mediation.

a. Claim Against Tribal Employer.

i. When the Tribe is the Employer, claims must initially be filed with the Office of Native American Preference on a form created by ONAP within one hundred eighty (180) days of the alleged noncompliance. If the claim involves a position that has not been filled as of the date of filing of the claim with ONAP, ONAP may place a hold on the position so that the Employer may not fill the position for a period of no more than sixty (60) days; provided that if ONAP determines that the Employer has violated this Law, ONAP may continue the hold on filling the position until MERO has issued its decision. ONAP will investigate the claim, attempt to resolve any issues and render its decision within sixty (60) days of the claim being filed. ONAP's decision shall detail the facts found in its investigation and the application of the law to the facts in coming to its decision. If ONAP finds Employer noncompliance with this Law and is unable to secure the Employer's agreement to the remedy determined by ONAP, the ONAP decision will include a statement of Employer noncompliance. With its decision, ONAP will provide notice to the claimant of the right to file a claim with MERO if the claimant disagrees with the ONAP decision, or the decision includes a statement of Employer noncompliance.

ii. A claim may be filed with MERO within fifteen (15) days from the date of ONAP's decision on a form created by MERO. MERO will notify ONAP when a claim has been filed, and ONAP will provide MERO with a copy of

its decision within five (5) business days of receipt of notice from MERO of the filing of the claim. MERO will conduct a Hearing under Title 40 M.P.T.L., the Administrative Procedures Act. MERO may require the production of documents or witnesses for such Hearing. MERO will render a final decision within sixty (60) days of the filing of the claim and shall include notice to the parties of the right to appeal the decision under 40 M.P.T.L.

b. Claim Against Non-Tribal Employers. Before filing a claim with MERO against a Non-Tribal Employer, an individual is required to follow any complaint processes offered by his or her Employer. A claimant's unreasonable failure to utilize an effective complaint process prior to filing a claim with MERO may be raised as a defense to a claim of non-compliance with this Law. A claim must be filed with MERO in writing on a form created by MERO within one hundred and eighty (180) days of the alleged noncompliance. MERO shall conduct a Hearing under Title 40 M.P.T.L. at which MERO may require the production of documents or witnesses. MERO shall render a final decision within sixty (60) days of the filing of the claim and shall include notice to the parties of the right to appeal the decision under 40 M.P.T.L.

c. Dismissal of Claims Without Investigation or Hearing. Notwithstanding anything to the contrary in this Law, ONAP and MERO must dismiss a claim without investigation or Hearing, as the case may be, if:

- i. A preference eligible individual in the highest preference category to which the Employer is required to afford preference receives the Employment Opportunity in question;
- ii. The Tribal Council has approved filling a position pursuant to 33 M.P.T.L. ch.1, Section 5(c) or has designated a position as key under 33 M.P.T.L. ch. 1, Section 5(h); provided that if the Council has not identified the criteria relied upon in designating the position and how the position meets the criteria, and does not cure the deficiency within 10 days of receipt of notice of the deficiency from ONAP or MERO, as applicable, the claim may proceed; or
- iii. MERO determines at any time, as a matter of law, that there is no recognizable claim under this Law.

d. Cooperation in Hearings. All Persons subject to this Law have a duty to cooperate with any Hearing conducted by MERO under 40 M.P.T.L. and this Law.

e. Mediation. Mediation may be required by MERO upon request of a party or otherwise. In addition, if all parties agree, any matter may be referred to a MERO mediation panel for resolution as provided under Title 31 M.P.T.L. If the mediation does not produce an agreement between the parties within sixty (60) days of referral, which may be extended by agreement of the parties and consent of the mediator(s), the mediation will be considered closed. The time period for conducting a MERO Hearing and issuing a MERO decision shall be stayed during the pendency of any MERO approved mediation or conciliation.

f. Penalty Assessments. If a Person fails to comply with 33 M.P.T.L. ch. 1 Sections 5(g), 5(j) or 9(d), MERO may impose penalties as provided under Section 11 of this Law; provided that MERO sends written notice to the affected Person of the penalties being imposed, the reasons for such penalties, the Person's right to request a Hearing, and the Person's subsequent right to request review by the Tribal Court.

g. Minimally Qualified Presumption. A preference eligible individual awarded an employment opportunity is conclusively presumed minimally qualified for the position, provided that the individual is a member of the highest preference category to which the employer is required to afford preference.

33 M.P.T.L. ch. 1 § 10

§ 10. Tribal Court Review

a. Right to Appeal. Final Decisions issued by the MERO Director may be appealed to the Tribal Court in accordance with 40 M.P.T.L. ch.3. A written appeal on a form provided by the Tribal Court clerk must be submitted to the Tribal Court. The notice of appeal must include a copy of MERO's decision being appealed. All appeals under this Title shall be heard by the court, not a jury. A fifty dollar (\$50.00) filing fee is required to be paid to the Tribal Court for such an appeal. No costs shall be taxed against the Tribe.

b. Tribal Court Standard of Review. The Tribal Court shall review final decisions of the MERO Director pursuant to 40 M.P.T.L. ch.3 §8.

c. Enforcement Action. Absent a timely appeal to the Tribal Court, the MERO Director's decision and any associated remedy shall be final. Pursuant to 40 M.P.T.L. ch.3, § 3(c), the MERO Director may bring an action in Tribal Court to seek enforcement of any final order of the MERO Director.

d. Court of Appeals. Pursuant to 40 M.P.T.L. ch.3 § 10, decisions by the Tribal Court may be appealed to the Mashantucket Pequot Court of Appeals. Any decision of the Court of Appeals shall be final.

e. The MERO shall select its representation before the Tribal Court in an appeal or the enforcement of a final decision of the MERO Director. Such representation may be by the MERO Director who has the authority to enter an appearance and represent the MERO in any action before the Tribal Court.

33 M.P.T.L. ch. 1 § 11

§ 11. Sanctions; Penalties; Awards

Any one or a combination of the following may be imposed by the MERO Director, after a Hearing or opportunity for Hearing, or by the Tribal Court on appeal:

a. An order of reinstatement, hiring, promotion, transfer or retention of the affected Employee either into the position sought if still available or into an available comparable position provided that the Employee meets the Minimum Necessary Qualifications, and/or training of the Employee.

b. An order for compensatory damages to the Employee affected, which may include but not exceed one (1) year of lost wages, which the affected Employee has a duty to mitigate. If however the affected Employee has already been awarded such damages under any other law, lost wages shall not be allowed under this Law.

c. If it is determined that a violation of this Law was intentional or due to gross negligence, an award of attorney's fees may be made. No award for

attorney's fees may exceed one third of a lost wage award, if there is such an award, or in the absence of a lost wage award, fifty (50) hours of attorney time. Attorneys' fees award must be substantiated by contemporaneous records of hours billed and the billing rate(s) charged which must be consistent with prevailing billing rates of attorneys practicing before the Tribal Court.

d. If it is determined that a Person failed to comply with 33 M.P.T.L. ch.1 Sections 5(g), 5(j) or 9(d), or that any Person's noncompliance with this Law was intentional, a civil monetary fine not to exceed \$250.00 per violation may be assessed with a maximum aggregate fine of \$1,000.00 per claim of non-compliance. Each day that a Person has been determined to be out of compliance with the requirements of this Law may be considered a separate violation.

e. An order that the Person cease and desist from non-compliance.

f. An order that the Person implement such changes in policies, procedures and/or conduct as are deemed necessary for the purpose of securing compliance with any requirement of this Law.

g. The Tribal Court may enter a judgment for declaratory relief.

h. In all claims where it is alleged that liability is based upon the action of an officer, agent, servant, or employee acting within the scope of his or her employment, there shall be no separate cause of action against the officer, agent, servant or employee.

33 M.P.T.L. ch. 1 § 12

§ 12. Waiver of Sovereign Immunity From Suit

a. Waiver of Sovereign Immunity. To the extent that a claim filed in the MERO Office is against the Tribe or review by the Tribal Court concerns claimed violations of this Law against the Tribe, the Tribe hereby expressly waives its sovereign immunity from suit for such claims and in such forums for the limited purpose of resolving the dispute as provided in this Law. Nothing herein shall be construed as a waiver of the sovereign immunity of the Tribe from suit in any other forum or for any other claim, including any claim in state or federal court or in any state or federal agency, or in any other forum or context. Nothing in this law shall be construed to waive the sovereign immunity of the Tribe to the extent that sovereign immunity would be applicable to the officer, agent, servant or employee.

33 M.P.T.L. ch. 1 § 13

§ 13. Retaliation Prohibited

a. No Employer shall suspend or terminate from employment a preference eligible Employee in retaliation for filing a claim under this Law.

b. Any such Employee who believes that he or she has been suspended or terminated from employment in violation of this Section may file a claim pursuant to Section 9(a) or 9(b).

c. If the suspended or terminated Employee files a claim pursuant to this Law, it shall be the sole cause of action against the Employer regarding the

suspension or termination and the Employee may not also file a claim pursuant to 8 M.P.T.L. ch. 1, Employment, or otherwise.

Historical & Statutory Notes

Derivation.

Effective December 17, 2007, TCR121707-08 of 17 enacted the Mashantucket Pequot Tribal and Native American Preference Law.

Amendments.

Effective June 29, 2009, TCR062909-05 of 06 amended the Mashantucket Pequot Tribal and Native American Preference Law effective upon enactment of the resolution with the exception that the provisions of Section 10, Tribal Court review, shall also be effective for and applicable to any cases pending before the MERO as of the date of enactment.

Effective January 26, 2012, TCR012612-01 of 07 amended 33 M.P.T.L. making various revisions throughout. The changes made to sections 2(d), 3(a), and 4(n) are effective as of October 27, 2011.

Effective December 11, 2014, TCR121114-10 of 10 repealed and replaced Title 33, Tribal and Native American Preference Law, in its entirety.

Effective June 27, 2018, TCR062718-01 of 07, made various amendments to 33 M.P.T.L. to provide certain rights and benefits to legally Adopted Children of Tribal Members and Tribal Member Dependent Children.

Effective June 14, 2021, TCR041521-01 of 04, amended 33 M.P.T.L. to define "Early Out" and, to require that when the Tribe is the Employer it must provide to Tribal Members and Spouses and Adopted Children of Tribal Members preference to be the first offered an "Early Out" and the last required to take an "Early Out".

TCR092718-01 of 07; TCR020421-01 of 07; TCR120221-04 of 04; TCR121621-02 of 02 & 032422-09 of 10 amended 35 M.P.T.L. Mashantucket Pequot Tribal Elders Benefit Program. Amendments to this law are indicated in red.

**TITLE 35. MASHANTUCKET PEQUOT TRIBAL ELDERS ~~FINANCIAL ASSISTANCE BENEFIT~~
PROGRAM**

35 M.P.T.L. § 1

§ 1. Findings; Purpose; Authority

The Tribe finds that:

a. There are ~~E~~elder members of the Tribe who may have chosen to retire or who may have reduced capacity to secure gainful employment or otherwise obtain sufficient income to be self-supporting; and

b. It is the policy of the Tribe to assure the essential welfare of its members by providing financial assistance to those Elders in need.

~~c. The Tribe enacts this law pursuant to its inherent authority and responsibility to regulate public health, well-being and safety within its territory and for its membership. Further, the Tribe enacts this law with the intent to provide options for Elder tribal members to receive benefits. Elders may participate in the Mashantucket Pequot Elders Benefit Program by choosing to receive direct benefit payments or by participating in the Indian general welfare benefit pursuant to the program. Both options are administered under specified guidelines that do not discriminate in favor of the governing body of the Tribe and are available to any Elder tribal member who meets the guidelines. The Indian general welfare benefits are for the promotion of general welfare, are not lavish and extravagant, and are not compensation for services.~~

35 M.P.T.L. § 2

§ 2. Definitions

a. "Administrator" means the Chief Financial Officer of the Tribe or ~~his~~/her designee, or such other officer as may subsequently be appointed by the Tribal Council to make determinations of eligibility under this Title.

~~b.e.~~ "Benefit Age" means the age of sixty years of age; provided, however, that solely with respect to any member who had attained the age of fifty-five years of age as of December 31, 2010, Benefit Age shall be deemed to mean the age of fifty-five years of age.

~~c. "Elder Benefits" means benefits provided pursuant to the Mashantucket Pequot Elders Benefit Program to Participants under this law which can be in the form of direct taxable cash payments (Taxable Benefit) or non-taxable benefits provided to Participants in the Indian general welfare benefit directly or indirectly, by payment or reimbursement, in cash or in property or provision of services, which meet the requirements set forth in 26 U.S.C. Section 139E (Non-Taxable Benefit). The total annual cost of Elder Benefits, including both~~

options described in this Section 2(c), shall be determined by the Mashantucket Pequot Tribal Council, from time to time.

~~d.g. "Exempted Participant" means any member of the Mashantucket Pequot Tribal Nation in good standing who has attained the age of seventy years.~~

~~d. "Exempted Participant" means any member of the Mashantucket Pequot Tribal Nation in good standing who has attained the age of seventy years.~~

~~e.b. "Offset Income" means the sum of--~~

- ~~(1) Wages, salaries, tips, and any other income received by the recipient Participant and required to be reported on Form W-2 or added to such amounts for purposes of reported employment income on a United States Individual Income Tax Return, plus~~
- ~~(2) net earnings from self-employment received by the recipient and required to be reported for purposes of the Self-Employment Tax on a United States Individual Income Tax Return, plus~~
- ~~(3) any other distribution of money to the recipient Participant by or on behalf of the Tribe including but not limited to any Incentive program distribution, per capita payment, earned income supplement, meeting stipend, and any workers compensation payment or long term disability benefit attributable to the recipient's Participant's employment by the Tribe.~~

~~Notwithstanding the foregoing, the first \$25,000 of such income received by a Participant in an amount equal to the difference between \$75,000 and the Standard of Need (the "Offset Exemption") shall not be included in Offset Income for purposes of calculating the limitation in benefits provided under Section 5 of this Law.~~

~~d. f.e. "Participant" means a member of the Mashantucket Pequot Tribal Nation in good standing who has reached Benefit Age.~~

~~e.g.d. "Payment Year" means the calendar year.~~

~~h.f. "Standard of Need" means the standard established from time to time by the Mashantucket Pequot Tribal Council to measure the amount of funds available and the income necessary to meet the basic human needs of a participant. The initial standard of need is Fifty Thousand Dollars (\$50,000.00) applicable to the Payment Year commencing January 1, 2011. The Tribal Council may, by Council resolution, adjust the Sstandard of Nneed.~~

35 M.P.T.L. § 3

§ 3. Determination of Eligibility

~~a. Any Exempted Participant may apply to the Administrator for financial assistance Elder Benefits under this Title on a form made available by the Administrator, and through December 31, 2018 shall not be subject to the~~

~~limitations on benefits regarding Offset Income as provided in Section 5¹ of this Law. Effective January 1, 2019, Exempted Participants shall be subject to the limitations on benefits regarding Offset Income as provided in Section 5¹ of this Law.~~

~~b. Any Participant may apply to the Administrator for ~~financial assistance~~ Elder Benefits under this Title on a form to be made available by the Administrator. They will have the option to choose to receive the Taxable Benefit or, effective April 1, 2021, participate in the Non-Taxable Benefit option. The form shall require that a copy of the applicant's most recent Federal income tax return, complete with all supporting schedules and W-2 forms, be appended to the application. For any Exempted Participant, the Administrator, in his or her sole discretion, may waive the requirement for an applicant a Participant to provide a copy of their most recent income tax return.~~

be. The Administrator shall determine the age of any individual applying for ~~financial assistance~~ Elder Benefits under this Title 35 through use of birth certificates or, in the case of a missing birth certificate, such other evidence of age as the Administrator finds clear and convincing. The Administrator is authorized to request and receive information from the Tribal Clerk as may be required to determine or verify the birth date and age of any individual applying for ~~financial assistance~~ Elder Benefits under this Title 35.

~~eligible for the full amount of financial assistance under this Title Elder Benefits for which such applicant has applied as a result of Offset Income, the Administrator shall notify the applicant of the determination of the amount of assistance Elders Benefit, if any, to which such individual is entitled.~~

ce. In the event that the Administrator denies the application for ~~assistance~~ Elder Benefits under this Section ~~or determines that the individual is not eligible for the full amount of financial assistance Elder Benefits under this Title~~, the Administrator shall provide a written explanation of ~~her~~ the determination setting forth the reason(s) for the determination, and if the individual does not agree with such determination, an appeal of Administrator's decision may be filed with the Finance Committee of the Mashantucket Pequot Tribal Council, which will review the Administrator's determination and decide whether to uphold, reverse or modify the determination. The Finance Committee shall set forth its decision in writing. If an individual is aggrieved by the decision of the Finance Committee, an appeal may be filed in the Tribal Court in accordance with Section 4² of this Law.

35 M.P.T.L. § 4

§ 4. Tribal Court Review of Finance Committee's Decision

a. Right to Appeal. The Final Decision issued by the Finance Committee may be appealed to the Tribal Court in accordance with 40 M.P.T.L. ch. 3. A written appeal on a form provided by the Tribal Court Clerk must be submitted to the

¹~~35 M.P.T.L. § 5.~~

²~~35 M.P.T.L. § 4.~~

Tribal Court. Claims shall be brought only against the Tribe, and there shall be no separate cause of action against any division, agency, committee, office, entity or instrumentality of the Tribe, or against any officer, agent, servant or employee of the Tribe. All appeals under this Title shall be heard by the court, not a jury. A fifty dollar (\$50.00) filing fee is required to be paid to the Tribal Court for such an appeal. No costs shall be taxed against the Tribe.

b. Tribal Court Standard of Review. The Tribal Court shall review the Final Decision of the Finance Committee pursuant to 40 M.P.T.L. ch. 3, §8.

c. Court of Appeals. Pursuant to 40 M.P.T.L. ch. 3 §10, decisions by the Tribal Court may be appealed to the Mashantucket Pequot Court of Appeals. Any decision of the Court of Appeals shall be final.

~~The tribal court is granted jurisdiction over an appeal seeking review of a final determination by the Finance Committee under this Title, provided that such appeal is filed with the tribal court within thirty (30) days following the issuance of the Finance Committee's final determination and is filed by the person aggrieved by such final determination. The tribal court is also granted jurisdiction to hear any claim brought pursuant to Section 6(b)³ of this Title by the Administrator to recover excess payments.~~

~~b. The Tribe hereby expressly waives its sovereign immunity from suit in the tribal court for an appeal seeking review of a final determination by the Finance Committee under this Title.~~

~~e. The appeal under this section shall be instituted in the same manner that an employee appeal is instituted under Rule 3 of the Mashantucket Pequot Rules of Civil Procedure⁴, except that the appeal under this section may only be brought against the Mashantucket Pequot Tribal Nation as the defendant. No separate cause of action shall exist against an agent, servant or employee of the Tribe acting within the scope of his or her employment or authority, and nothing in this law shall be construed to waive the sovereign immunity of the Tribe to the extent applicable to an agent, servant or employee of the Tribe and such sovereign immunity is waived only for purposes of an action against the Tribe in tribal court as specifically provided in this Section 4.~~

~~d. Within thirty (30) days of filing the appeal the Finance Committee, or its designee, shall certify to the Tribal Court the record considered in rendering the final determination which record shall consist of all evidence and materials before the Administrator and the Finance Committee, the Administrator's decision, and the Finance Committee's decision.~~

~~e. In deciding the appeal, the Court shall consider the record and any additional evidence it decides appropriate pursuant to Section 4(g) of this Title.~~

~~³35 M.P.T.L. § 6(b).~~

~~⁴35 M.P.R.C.P. Rule 3.~~

~~f. The Court shall determine whether there was a reasonable basis for the Finance Committee's final determination. If the Court determines that there was no reasonable basis to support the Finance Committee's final determination then the Court may reverse or modify the final determination. Otherwise, the Court shall affirm the Finance Committee's final determination.~~

~~g. Either party to the appeal may, within twenty (20) days of the certification of the record, file a request with the Court to present additional evidence to the Court. The party making such request shall specify, in detail, the additional evidence requested, the form of the evidence, and explain how the additional evidence is relevant and probative. In addition, the requesting party shall explain the good and sufficient reasons for failure to present the evidence in the proceedings or record before the Administrator. The other party may file an objection to such additional evidence or seek permission to present responsive evidence.~~

~~h. All appeals filed under this Title shall be tried to the tribal court and not to a jury. No costs shall be taxed against the Tribe.~~

~~i. The following shall not apply in appeals filed under this Law: (1) any rule of law imposing absolute or strict liability, or providing for punitive or exemplary damages; and (2) any order for injunctive relief.~~

35 M.P.T.L. § 5

~~§ 5. Income Limitation~~

~~a. No Participant who receives Offset Income during any Payment Year in an amount equal to or greater than the Standard of Need shall be eligible for financial assistance Elder Benefits under this Title during such Payment Year; provided that first \$25,000 of the Offset Income Exemption amount shall not be calculated as Offset Income for purposes of this limitation. There is no income limitation or requirement for Exempt Participants.~~

~~b. Any Participant who receives Offset Income during any Payment Year in an amount less than the Standard of Need and is otherwise eligible for financial assistance under this Title shall be entitled to Elder Benefits financial assistance, with respect to any Payment Year, in an amount equal to the difference between the Standard of Need and the Offset Income received by such Participant during such Payment Year.~~

~~c. A Participant who receives financial assistance Elder Benefits under this Title shall affirm under penalties of perjury the amount, if any, of Offset Income to which such Participant is entitled with respect to each Payment Year, and shall annually furnish a copy of such individual's Participant's federal income tax return as filed with the Internal Revenue Service within thirty days after filing such return or such other date as maybe determined by the Administrator. Every Participant receiving financial assistance Elder Benefits under this Title shall also execute in such form as may be required by the Administrator a consent to the disclosure by the Internal Revenue Service~~

~~to the Administrator of a true copy of such individual's F Participant's federal income tax return.~~

~~d. Through December 31, 2018, Exempted Participants are not subject to the income limitations in this Section 5, beginning as of the date they become Exempted Participants. Effective January 1, 2019, Exempted Participants shall be subject to the income limitations in Section 5.~~

35 M.P.T.L. § 5

§ 56. Payment of Benefits; Recovery of Excess Payments

a. A Participant who is eligible for ~~financial assistance~~ Elder Benefits under this Title shall receive Elder Benefits in an amount determined by the Tribal Council, on an annual basis ~~from time to time~~. Annually, Participants shall have the option to participate in the Non-Taxable Benefit program or receive Taxable Benefits. This selection shall be binding. ~~on a monthly basis equal to one twelfth, or on a weekly basis equal to one twenty sixth fifty second, of the Standard of Need with respect to such Payment Year, less applicable offsets.~~ The Chief Financial Officer of the Tribe shall make arrangements to disburse ~~financial assistance~~ Elder Benefits under this Title through such means ~~of payment~~ as may be feasible and efficient in his ~~/or~~ her sole discretion. ~~For any Tribal Member who reaches Benefit Age after December 31, 2010, payments of financial assistance under this Title shall be prorated from the first day of the month following the Participant's 60th birthday to the end of the Payment Year.~~ In no event shall any Participant ~~or Exempted Participant~~ be entitled to benefits for any period of time prior to ninety (90) days before the date the Participant ~~or Exempted Participant~~ properly completed an application for benefits and provided all required forms and documentation to the Administrator under Section 3 of this Title.

b. In the event that the Administrator determines that a Participant has received ~~financial assistance~~ Elder Benefits under this Title in excess of the amount to which such Participant was properly entitled ~~under this title~~, the Administrator shall make demand for return of such excess payment and ~~shall~~ unless such demand is satisfied within thirty (30) days of notice to the Participant ~~the Administrator may~~ (i) offset such excess payments against future ~~financial assistance under this Title~~ Elder Benefits that may be payable to the Participant, or (ii) commence an action in Tribal Court to recover such excess payment with interest for the period from the payment of such excess amount to the time of recovery of such excess payment at the interest rate charged with respect to the same period for purposes of late payment of Federal Income Taxes for an individual; provided, however, that the Administrator in his ~~or~~ her sole discretion may waive the demand for interest in the event that the Administrator determines that the excess payment resulted solely from an error by the Administrator in calculating benefits payable.

35 M.P.T.L. § 67

§ 67. Penalties for Fraud

a. Any person who provides false information on an application to establish eligibility for ~~financial assistance~~ Elder Benefits under this Title, or ~~for purposes of verification of eligibility of earned income or~~ to obtain financial

assistance from any other tribal program, shall be subject to denial of eligibility for ~~financial assistance~~ Elder Benefits under this Title for a period of seven years. The Administrator shall notify ~~in writing~~ any individual subject to this penalty of such denial of eligibility. Such denial shall be ~~considered a Final Decision~~ subject to review by the Tribal Court in accordance with Section 4 of this Title.

b. Any person who obtains ~~financial assistance~~ Elder Benefits by willfully providing false information on an application to establish eligibility for ~~financial assistance~~ Elder Benefits under this Title ~~or for purposes of verification of eligibility of earned income~~ shall be guilty of the criminal offense of defrauding the Tribe. Whoever is convicted of such offense shall be punished by incarceration for up to one year in jail and/or a fine of not more than \$5,000.

35 M.P.T.L. § ~~78~~

§ ~~78~~. Income Taxation and Other Deductions and Offsets

a. ~~Financial assistance payments~~ Except in the case where an Elder chooses to receive the Non-Taxable Benefit pursuant to the Tribe's program established in accordance with 26 U.S.C. Section 139E under this Title are subject to federal taxation and will have applicable tax withheld in accordance with regulations of the Internal Revenue Service. ~~Financial assistance payments~~ Tribal Benefits under this Title to ~~P~~participants who are not residents of Mashantucket are also subject to state income taxes (where applicable), ~~and will have applicable taxes withheld.~~

b. The Tribe has the right to deduct from or offset against any amounts otherwise payable to a Participant under this Title 35 for any amounts that may be owed to the Tribe by said Participant, or as otherwise allowed by applicable law.

35 M.P.T.L. § ~~89~~

§ ~~9~~. Effective Date

~~This Title shall take effect upon enactment with respect to the authority of the Administrator to receive and process applications for assistance Elder Benefits and to render determinations of eligibility and with respect to the authority of the Tribal Court to review such determinations. The assistance provided pursuant to this Title shall commence on January 1, 2011, unless a later commencement date is established by Tribal Council.~~

35 M.P.T.L. § ~~10~~

§ ~~810~~. Termination of Benefits Upon Death

The benefits paid under this Title shall cease upon the death of the Participant unless the Participant has filed with the Administrator for Elder Benefits a Benefit Successor Designation Form ("Successor Designation Form"). If the Participant has filed the Successor Designation Form, previously earned benefits as of the date of the Participant's death, plus benefits which would have been distributed through the end of the remaining calendar year, shall be subject to

tax withholding and paid to the Participant's named beneficiary as designated in the Successor Designation Form.

~~recipient and no the remaining benefits accrued for the calendar shall be paid to the Participant's designated beneficiary or, in the event there is no beneficiary, to their estate.~~

~~to the estate of a Participant recipient except as provided in Section 11.~~

~~35 M.P.T.L. § 11~~

~~§11. Death Benefit~~

~~The Tribe shall pay bona fide and documented funeral expenses for a deceased Elder up to a maximum of \$10,000. Said funds shall be made available to the Director of Tribal Member Services and paid directly to the service providers.~~

Historical & Statutory Notes

Derivation.

Effective September 10, 2010, TCR091010-07 of 09 enacted MPTL Title 35 Mashantucket Pequot Tribal Elders Financial Assistance Law.

Amendments.

Effective April 19, 2012, TCR041912-05 of 08 amended ch. 1, §2(f) of 35 M.P.T.L. by amending the definition of "Standard of Need".

Effective November 19, 2012 TCR111912-01 of 01 amended ch. 1, §10 and added a new §11.

Effective December 13, 2012, TCR121312-06 of 10 amended ch. 1, §7 to increase the penalties for providing false information to obtain assistance under this title or any other tribal program.

Effective October 30, 2014, TCR103014-07 of 09 amended ch. 1, §2(f) of 35 M.P.T.L. by amending the definition of "Standard of Need".

Effective July 27, 2017, TCR072717-05 of 05 amended 35 M.P.T.L. by eliminating section 11 in its entirety.

Effective September 27, 2018, TCR092718-01 of 07 made amendments to MPTL 35 to provide greater parity for all participants of the Elder Financial Assistance Program.

Effective April 1, 2021, TCR020421-01 of 07 made amendments to 35 M.P.T.L. by including an optional "opt-in" GWE compliant benefit payment feature for Tribal Elders.

Effective January 1, 2022, TCR120221-04 of 04 made amendments to 35 M.P.T.L. to better assist with the financial needs of Tribal Elders.

Effective January 1, 2022, TCR121621-01 of 10 made amendments to 35 M.P.T.L. § 8 Termination of Benefits by adding upon the death of a Participant, their designated beneficiary or their estate will receive the remaining benefits accrued for the calendar year.

Effective March 24, 2022, TCR032422-09 of 10 made amendments to 35 M.P.T.L. § 8 by adding language that a participant must complete a "Successor Designation Form" in order for a beneficiary to receive remaining benefits upon death of a participant.

TCR052220-01, TCR032422-10, TCR060922-01, & TCR042723-04 amended 36 M.P.T.L. Mashantucket Pequot Tribal Disability Program. Amendments to this law are indicated in red.

TITLE 36. MASHANTUCKET PEQUOT TRIBAL DISABILITY PROGRAM

36 M.P.T.L. § 1

§ 1. Findings, Purpose and Authority

The Tribe finds that:

a. It is the public policy of the Tribe to encourage and offer opportunities for adult members of the Tribe to maintain employment to support themselves and their families. It is further the objective of the Tribe that families within the ~~MPTN~~ Mashantucket Pequot Tribal Community will live healthier, longer lives, and will develop, enhance and maximize their human potential to establish and achieve personal, community and professional goals.

b. The provisions of this Law are necessary to insure that members who are permanently unable to work in any capacity and support themselves through gainful employment as a result of a Disability have the financial and associated support services necessary to help them achieve a better quality of life.

c. The proper and responsible regulation of public well-being and health requires that the ~~minimum financial~~ basic human needs of such disabled tribal members are provided through a government program to ~~insure that their basic human needs are satisfied~~ the extent necessary for individuals with a Disability or a Dual Diagnosis.

d. The Tribe enacts this Law pursuant to its inherent authority and its responsibility to regulate public health, well-being and safety within its territory and for its membership. Further, the Tribe enacts this law with the intent to provide an Indian general welfare benefit pursuant to the Mashantucket Pequot Disability Program with the program being administered under specified guidelines which do not discriminate in favor of the governing body of the Tribe and the benefits provided under the Disability program are available to any tribal member who meets the guidelines, are for the promotion of general welfare, are not lavish and extravagant, and are not compensation for services.

36 M.P.T.L. § 2

§ 2. Definitions

a. "Benefit Determination" means a notification, in writing, approved by the Tribal Health Services Professionals, issued by the Program Administrator to the applicant (or ~~his or her~~ their Financial Conservator or Power of Attorney), that indicates a finding of approval or denial of ~~his or her~~ their application for Disability ~~Income~~ Benefits and/or addresses a Participant's Continued Qualification for the Program, wherein Disability ~~Income~~ Benefits may be continued, suspended or terminated.

b. "Case Manager" means a professional who coordinates medical, behavioral health and social services required for the benefit of the Participant.

c. "Continued Qualification" means the process by which information is obtained, monitored and reviewed in order to determine that the Participant remains qualified to receive Disability ~~Income~~ Benefits and Transition ~~Payments~~ Benefits under this Law.

d. "Disability" as it is used in this law, means a determination by an attending physician and specialist, if required by the Program Administrator, that an individual, due to ~~his or her~~ their medical or psychological condition is permanently unable to perform work-related duties in any capacity, for life.

e. "Disability ~~Income~~ Benefit(s)" means the ~~benefit amounts as~~ benefits provided to Participants under this law directly or indirectly, by payment or reimbursement, in cash or in property or provision of services, which meet the requirements set forth in 26 U.S.C. Section 139E with the total annual cost of such benefits being determined by the Mashantucket Pequot Tribal Council, from time to time, ~~payable under~~ .

f. "Disability Procedures" mean the program rules and procedures created by the Program Administrator pursuant to Section 8 of this law and which comply with the requirements 26 U.S.C. Section 139E including that the program does not discriminate in favor of members of the governing body of the Tribe and the benefits provided under the Disability program are available to any tribal member who meets the guidelines, are for the promotion of general welfare, are not lavish and extravagant, and are not compensation for services.

~~e~~-g. "Disability Review Board" means a selection of qualified and knowledgeable persons or entities as appointed by Tribal Council.

~~F~~-h. "Dual Diagnosis" means diagnoses for both substance dependency and mental health disability which prevents the applicant from working as determined by an appropriate provider and specialist, if required. Substance dependency means dependence on an addictive substance including, but not limited to, alcohol, illicit substances and/or prescribed narcotics.

g. " Disability Review Board" means a selection of qualified persons or entities as appointed by Tribal Council.

~~h~~ i. "Financial Conservator" means an individual appointed by a court of competent jurisdiction to protect and manage the financial affairs of a person who is unable to do so due to physical or mental limitations. Any permission, consent or other action that may be required by an applicant or Participant under this law may be completed by a duly appointed Financial Conservator.

~~i~~.j. "Mashantucket" means the Mashantucket Pequot Reservation as that term is defined in 25 U.S.C. § 1752(7) together with any lands held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.

~~j.k.~~ "Offset Income" means ~~any distribution of money to the Participant by or on behalf of the Tribe including, but not limited to, any Incentive Program distribution, per capita payment, scholarship fund distribution and any workers compensation payment or short or long term disability benefit attributable to a the Participant's employment, plus with any other employer. Effective as of MayApril 1, 2020, Offset Income does not include any distribution of money received by the Participant through United States Social Security Disability Insurance ("SSDI") and does not include United States Social Security Administration Supplemental Security Income ("SSI").~~

~~lk.~~ "Participant" means any applicant who is approved to receive Disability ~~Income~~ Benefits or Transition ~~Benefits~~ ~~Payments~~.

~~ml.~~ "Pre-Qualified Applicant" means an applicant who has been qualified through the SSI or SSDI programs.

~~nm.~~ "Power of Attorney" means an individual who is capable of acting in the best interests of an applicant or Participant and has been granted authority in writing to act for an applicant or Participant in specified or all legal or financial matters. Any permission, consent or other action that may be required by an applicant or Participant under this Law may be completed by a duly authorized Power of Attorney.

~~on.~~ "Program" means the Mashantucket Pequot Tribal Disability Program provided under this Law and as more fully implemented by the Program Administrator under the Disability Procedures developed by the Program Administrator and which comply with the requirements set forth in 26 U.S.C. Section 139E to be considered an exclusion from gross income for general welfare benefits provided by an Indian tribal government.

~~po.~~ "Program Administrator" means the Director of ~~MPTN~~ the Mashantucket Pequot Tribal Health Services, or designee, or such other person(s) or entity (ies) as may subsequently be appointed by the Tribal Council who shall administer the Program herein.

~~qp.~~ "Protected Health Information" means health information of applicants and Participants which is protected from disclosure in accordance with ~~applicable Tribal~~ law.

~~rq.~~ "Transition ~~Payments~~Benefits" mean up to ~~twenty-six (26) weeks~~6 months of ~~payments~~benefits in the ~~weekly~~ monthly amount of the prior Disability ~~Income~~ Benefit made to a compliant Participant with a Dual Diagnosis who is ready to re-enter the workforce and who is working diligently to do so as determined by the Program Administrator.

~~sr.~~ "Tribal Health Services Professionals" means a select group of Tribal Health Services employees as designated by the Tribal Council, which shall include the Program Administrator, and who shall approve, by majority, Benefit Determinations prior to issuance.

~~ts.~~ "Tribe" means the Mashantucket Pequot Tribe.

36 M.P.T.L. § 3

§ 3. Eligibility Requirements

To be eligible to receive Disability ~~Income~~ Benefits, an applicant must:

- a. Be a duly enrolled member of the Tribe in good standing;
- b. Be between the ages of 18 year and 59 years of age;
- c. ~~Not be a Participant in 35 M.P.T.L., the Elders Financial Assistance Program or the Tribal Family Support Program;~~
- d. Be registered with the ~~MPTN~~ Mashantucket Pequot Tribal Health Services;

~~Pursue any potential benefits he or she they may be eligible for under SSI, SSDI, short term disability, long term disability or workers compensation programs;~~

e. Not be working, except as may be permitted for Dual Diagnosis Participants; and

f. Have completed all necessary release authorizations and consent forms for release of Protected Health Information and supplied or verified all information requested by the Program Administrator;

~~Not have earnings that are more than the Disability Income Benefit amount annually (or the equivalent thereof for any pro-rata period) from the following income sources:~~

~~1. Any other distribution of money to the applicant by or on behalf of the Tribe including, but not limited to, any Incentive program distribution or, per capita payment; or scholarship fund distribution; and~~

~~2. any distributions from a Short or Long Term Disability employment benefits or any workers compensation benefit for to which the applicant is entitled; and.~~

~~g. Any distributions from United States Social Security Disability Insurance.~~

36 M.P.T.L. § 4

§ 4. Initial Qualification and Benefit Determination

a. If the applicant is determined not to be eligible pursuant to the criteria of Section 3 above, or is determined not to have a permanent Disability, or is determined not to have a Dual Diagnosis, then the Program Administrator will notify the applicant of the Benefit Determination and provide a written explanation setting forth the reason(s) for the determination.

b. If the applicant is determined to be eligible pursuant to the criteria of Section 3 above, and is determined to be a Pre-Qualified Applicant, to have a permanent Disability, or to have a Dual Diagnosis, then the Program Administrator will notify the applicant of the Benefit Determination approving the application and the ~~effective date of the Disability Income Benefits, which shall will become effective on the first day of the month following approval, but in no event can approval be made the latter of the date of the Disability~~ ~~or~~ effective prior to the date of the application.

c. The Program Administrator must issue a Benefit Determination in writing within thirty (30) days of receipt of all requested information.

d. In making a Benefit Determination, including any eligibility determination, Disability determination, Continued Qualification determination, or Transition ~~BenefitsPayment~~ eligibility, the Program Administrator may request information and must ensure that information is verified. All financial information must be verified by the Tribal Finance Department. The Program Administrator may:

1. Require that the applicant furnish financial information to the Tribal Finance Department, including ~~his or her~~ their most recent

federal income tax return, if applicable, complete with all supporting schedules and W-2 forms.

2. Verify information with the Tribal Clerk as may be required to determine or verify the birthdate/age, ~~membership status~~ and current contact information of any applicant.
3. Require any other information reasonably necessary to make a determination under this law.
4. In ~~his/her~~ ~~their~~ discretion, forward all relevant information to a UNUM, or other qualified medical claims review provider, to provide for a recommended Benefit Determination or part thereof.

36 M.P.T.L. § 5

§ 5. Continued Qualification

a. The Program Administrator shall, from time to time, but at least bi-annually, ~~determine~~~~require~~ that a Participant continues to ~~qualify~~ ~~establish~~ Continued Qualification for ~~Disability~~ ~~such~~ Benefits.

b. In order for a Participant to satisfy the Continued Qualification requirements to receive Disability ~~Income~~ Benefits or Transition ~~Benefits~~~~Payments~~, a Participant must:

1. Remain eligible;
2. Continue to have a Disability or Dual Diagnosis as certified by a designated ~~provider or specialist, as required;~~
- ~~(4)3.~~ Have a second specialist document the Disability or Dual Diagnosis, if required by the Program Administrator. The second specialist must be a specialist designated or approved by the Program Administrator in accordance with the Disability Procedures. If a second specialist is required by the Program Administrator, and this specialist's determination conflicts with the prior specialist's determination, ~~then this second specialist's determination shall be final~~ a third specialist shall be designated and the determination for whether a Participant has a Disability or Dual Diagnosis shall be based on the majority of the three specialists.
- ~~(5)4.~~ Actively participate in any required programs;
- ~~(6)5.~~ Comply with reasonable requests for additional information as may be required in §4(d); ~~and~~
- ~~(7)6.~~ ~~Pursue any potential benefits under SSI, SSDI, short term disability, long term disability or workers compensation program;~~
~~and~~
- ~~(8)7.~~ Otherwise comply with the requirements of this law.

c. For Participants with a Dual Diagnosis the Program Administrator will require compliance with reasonable, specific programs or treatment plans, as recommended

by a Participant's health care provider and/or Case Manager, as a condition to receiving or continuing to receive Disability ~~Income~~ Benefits or Transition ~~Benefits Payments~~.

d. If a Participant receives any ~~Offset~~ Income, from either Title 35, the Elders Financial Assistance Program or the Tribal Family Support Program while receiving income under this Program ~~he/she is~~ they are required to notify the Program Administrator ~~immediately within thirty (30) days of upon receipt of such Offset Income~~ and the Participant will be required ~~subject~~ to repay ~~repayment of~~ any Benefits ~~payments made~~ provided which ~~he/she is~~ they are not entitled to as they can only receive income from one MPTN Financial Assistance Program at a time ~~a result of receipt of the Offset Income~~.

e. If a Participant ~~becomes~~ is convicted of a crime and incarcerated while receiving Disability ~~Income~~ Benefits or Transition ~~Benefits Payments~~, ~~he/she is~~ they are required to notify the Program Administrator within thirty (30) days ~~Payments~~ of their incarceration. Benefits will be suspended ~~beginning thirty-one (31) day after incarceration during the period of incarceration, and~~. The Participant will be required to satisfy the Continuing Qualification requirements of this section upon their release. The Participant shall be required to repay any Disability Benefits or Transition Benefits ~~provided~~ received which ~~he/she is~~ they were not entitled to ~~as a result of receipt of either Disability Benefits or Transition Benefits while Participant is incarcerated~~.

f. If a Participant fails to satisfy the provisions of this Section 5, the Program Administrator will issue a Benefit Determination notifying the Participant that their Disability ~~Income~~ Benefits or Transition ~~Benefits Payments~~ will be suspended or terminated.

36 M.P.T.L. § 6

§ 6. ~~Provision Payment~~ of Benefits

a. Participants ~~are shall~~ eligible to receive Disability ~~Income~~ Benefits in a total annual benefit amount determined by the Tribal Council for the program less:

~~1. a Any Offset Income;~~

1. ~~Any, income taxes,~~ garnishments for Support Orders (as defined in ~~Title 6 M.P.T.L. ch. 9~~) against any portion of the Disability Benefit paid in cash; and

2. other allowable deductions.

The maximum ~~annual~~ amount of the Disability ~~Income~~ Benefit shall be reviewed and determined by Tribal Council periodically. The Chief Financial Officer of the Tribe, or designee, shall make arrangements to ~~provide disburse all the~~ Disability ~~Income~~ Benefits under this law through such means ~~of payment~~ as may be feasible and efficient in ~~his or her~~ their sole discretion; provided that such is in compliance with 26 U.S.C. Section 139E, as amended from time to time, and such other laws or regulations that may govern the exclusion from gross income of general welfare benefits provided by Indian tribal governments.

~~b.~~

~~The Tribe will withhold from Disability Income Benefits and Transition Payments for federal income tax. In addition, the Tribe will withhold from payments for Connecticut income tax for residents of the State of Connecticut only. No state income tax will be withheld for residents of Mashantucket. The responsibility to remit any state income taxes withholdings, other than for the states the Tribe is registered, rests with the Participant.~~

~~b.e. The Disability Benefits provided under this Law are part of a social benefit program for the promotion of general welfare and are not included in a recipient's gross income pursuant to 26 U.S.C. Section 139E.~~

~~c. A Participant who has a Dual Diagnosis shall be required to be in an approved treatment plan and, if required by the Program Administrator, have a Financial Conservator or Power of Attorney (as determined in the Program Administrator's discretion) who shall receive and administer, on behalf of the Participant, any cash portion of the Disability ~~Income~~ Benefits and Transition ~~Benefits-Payments~~. The Disability ~~Income~~ Benefits for a Participant with a Dual Diagnosis are limited to a lifetime maximum of ~~26-weeks~~ six (6) months and require strict compliance with a treatment plan. If successful, the Participant may then obtain Transition ~~Benefits Payments~~ for up to an additional ~~26-week~~ six (6) month period provided that the following are met:~~

- ~~1. Participant complies with this Law including all Continued Qualification requirements;~~
- ~~2. Participant also complies with Vocational Rehabilitation, ~~Career Life/Assessment & Planning~~, or other recommended transition program, as appropriate, and as referred by the Case Manager;~~
- ~~(3) Offset Income shall still apply during the Transition Payments period, except that the first \$288.00 per week (representing \$15,000 on an annualized basis) of any earned income (i.e., Form W-2 income and self-employment income) received by a Participant shall not be included as Offset Income.~~

~~d. The Tribe has the right to deduct from or offset against any ~~Benefits amounts~~ otherwise payable to a Participant under this Law for any documented amounts that may be owed to the Tribe by said Participant, including any overpayment of benefits received under this Title 36 or as otherwise allowed by applicable law. Prior to any offset, the Tribe's Finance Department will send written notice to the Participant setting forth the amount of the offset and how the offset amount was calculated. Such notice shall be sent to the last known address of Participant or to Participant's Financial Conservator or Power of Attorney, if any.~~

~~e. The Disability Benefit terminates upon the death of a Participant unless the Participant has filed with the Program Administrator a Benefit Successor Designation Form. If the Participant has filed a Benefit Successor Designation Form, previously earned benefits as of the date of the Participant's date of death plus benefits which would have been distributed through the end of the remaining calendar year may ~~will~~ be subject to tax withholding and will be paid to the Participant's named beneficiary. ~~and any accumulated Benefit in excess of Five Thousand Dollars (\$5,000.00) reverts to the Tribe. No portion of the Disability Benefit can be transferred to any other person by means of inheritance or otherwise. The Program Administrator shall address in the Disability Procedures the appropriate disposition and use of any accumulated Disability Benefit up to Five Thousand Dollars (\$5,000.00).~~~~

§ 7. Disability Review Board

a. In the event the applicant or Participant does not agree with a Benefit Determination, the applicant or Participant may, within thirty (30) days from the date of issuance of the Benefit Determination, request a review by the Disability Review Board, and may submit such additional evidence that the applicant or Participant deems necessary to prove ~~their his or her~~ entitlement to such Disability ~~Income~~ Benefits.

b. The Disability Review Board shall review the Benefit Determination and any additional evidence presented. The Disability Review Board shall determine whether there was a reasonable basis for the Benefit Determination and shall issue a Final Decision including a written explanation in support thereof within thirty (30) days of receipt of the applicant or Participant's request for review.

c. An appeal of the Disability Review Board's Final Decision may be filed with the Mashantucket Pequot Tribal Court pursuant to Section 9 of this Law.

§ 8. Administration

a. The Program Administrator shall adopt ~~and comprehensive procedures amend~~, as necessary, Disability Procedures to ensure the effective application of this Law.

b. An ~~annual~~ audit of the ~~Disability~~ Program shall be conducted by the Mashantucket Pequot Tribal Internal Audit Department ~~at least every three (3) years, with the its findings of such audit reported to the Tribal Council. no later than June 30 of each calendar year.~~

§ 9. Tribal Court Review

a. Right to Appeal. The Final Decision issued by the Disability Review Board may be appealed to the ~~Mashantucket Pequot~~ Tribal Court in accordance with 40 M.P.T.L. ch. 3. A written appeal on a form provided by the Tribal Court Clerk must be submitted to the Tribal Court. Claims shall be brought only against the Tribe, and there shall be no separate cause of action against any division, agency, committee, office, entity or instrumentality of the Tribe, or against any officer, agent, servant or employee of the Tribe. All appeals under this Title shall be heard by the ~~Tribal Ceourt~~, not a jury. A fifty dollar (\$50.00) filing fee is required to be paid to the Tribal Court for such an appeal. No costs shall be taxed against the Tribe.

b. Tribal Court Standard of Review. The Tribal Court shall review the Final Decision of the Disability Review Board pursuant to 40 M.P.T.L. ch. 3~~7~~ §8.

c. Court of Appeals. Pursuant to 40 M.P.T.L.~~7~~ ch. 3 §10, decisions by the Tribal Court may be appealed to the Mashantucket Pequot Court of Appeals. Any decision of the Court of Appeals shall be final.

§ 10. Penalties for Fraud

a. Any person who provides false information in an effort to obtain Disability ~~Income~~ Benefits or Transition ~~Benefits Payments~~ under this Law or during the monitoring process for Continued Qualification ~~for payments~~ or to obtain benefits under any other ~~MPTN Mashantucket Pequot~~ financial assistance program shall be prohibited from obtaining benefits under this Law and any other ~~Mashantucket Pequot financial assistance programs~~ for a period of seven (7) years.

b. Any person who obtains any benefits under this Law by willfully providing false information in an effort to obtain or maintain Disability ~~Income~~ Benefits or Transition ~~Benefits Payments~~ shall be guilty of the criminal offense of defrauding the Tribe. Whoever is convicted of such offense shall be punished by incarceration for up to one (1) year in jail and/or a fine of not more than \$5,000.

c. Any person who is convicted of defrauding the Tribe may be subject to provide full restitution to the Tribe, as determined by the Tribal Court.

§ 11. Effective Date

~~This law shall take effect as of January 4, 2015. This Law and any amendments made thereto shall take effect as of the date of the Tribal Council Resolution enacting or amending this Law, unless otherwise specifically stated in the resolution or in the terms of this Law.~~

Historical and Statutory Notes

Derivation.

Effective July 1, 2012, this Title 36, the Mashantucket Pequot Disability Program, was enacted via TCR080912-01 of 05.

Amendments.

Effective December 13, 2012, TCR121312-06 of 10 amended ch. 1 §10 to increase the penalties for providing false information to obtain assistance under this title or any other tribal program.

Effective July 24, 2014, TCR072414-04 of 09 amended ch. 1 § 6 Authorizing Transition Pay During Transition Period by adding § f.

Effective January 4, 2015, TCR112414-03 of 03 amended Title 36, Mashantucket Pequot Tribal Disability Program, to adjust qualifications for benefits.

~~Effective May 1, 2020. TCR052220-01 of 03 amended Title 36, Mashantucket Pequot Tribal Disability Program to authorize the Director of Tribal Health Services, as Program Administrator, to adopt and amend the Disability Procedures, as necessary, to ensure the effective application of Title 36.~~

~~Effective March 24, 2022, TCR032422 amended 36 M.P.T.L. to allow benefits which would have been distributed through the end of the remaining calendar year of the Participant's death be paid to a named beneficiary.~~

~~Effective June 9, 2022, TCR060922-01 amend 36 M.P.T.L. related to incarceration.~~

~~Effective April 27, 2023, TCR042723-04 amended 36 M.P.T.L. to make consistent with of Tribal Member benefit programs and eliminating offset income.~~

Title 37. Mashantucket Pequot Tribal Whistleblower Law

37 M.P.T.L. ch. 1 § 1

§ 1. Title

This law shall be known and may be cited as the Whistleblower Law.

37 M.P.T.L. ch. 1 § 2

§ 2. Purpose

The Tribal Council finds and declares that it is in the vital interest of the Mashantucket Pequot Tribal Nation that its government operates in accordance with law and without fraud, waste or mismanagement. If this interest is to be protected, tribal officials and employees must work in a climate where conscientious service is encouraged and disclosures of illegalities or improprieties may be made without reprisal or fear of reprisal.

37 M.P.T.L. ch. 1 § 3

§ 3. Reporting of information to the Office of Legal Counsel (OLC). Investigation by OLC or ~~other office as the OLC may designate its designee as appropriate.~~

a. Protected Employee: Any ~~person having~~ current or former employee that has a good faith belief to have knowledge of ~~any matter involving corruption, unethical practices, violation of applicable laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any tribal department or at any tribal enterprise,~~ a Matter as defined herein and who transmits ~~in writing the~~ facts and information in his or her possession concerning such ~~Matter~~ to the Office of Legal Counsel (OLC) ~~is a Protected Employee.~~ The act of reporting shall be deemed protected conduct. No person shall have any cause of action under this Law unless the ~~Matter~~ was reported to the OLC ~~in writing.~~ For the purposes of this Law, a Matter is any conduct involving financial corruption, financial fraud, gross waste of funds or mismanagement of the assets of the Tribe, or the violation of an applicable conflicts of interest policy or applicable law or regulation related to such financial corruption. A Matter may also include unethical business practices that violate applicable professional rules of ethics, or any conduct that creates a danger to the public safety occurring in any tribal department or at any tribal enterprise.

b. Investigation: The OLC, ~~or other office as designated,~~ shall conduct an initial review ~~such matter~~ and of each matter reported and only if the OLC determines the facts allege a matter as defined in Section 3(a) above, the OLC, or its designee, shall conduct an investigation into the matter as ~~such office shall deem it~~ deems appropriate. The OLC, or its designee, shall have the power to question witnesses and require the production of any necessary evidence including but not limited to, books, papers or other documents, where necessary, for the purpose of investigation. Upon the conclusion of the investigation, the OLC, or its designee, shall, where necessary, report their findings to the Tribal Council. ~~The OLC shall also notify the Protected Employee and any~~

witnesses that the investigation has concluded and provide information regarding their rights under this law.

c. Prohibited Conduct: No tribal officer or employee and no enterprise executive or employee shall take or threaten to take any personnel action against any Protected Employee in retaliation for such employee's good faith disclosure of information to the appropriate person under the provisions of Section 3(a) above.

d. Relief From Violation: If a Protected Employee alleges that a personnel action has been threatened or taken in retaliation for such employee's disclosure of information to the appropriate person under the provisions of Section 3(a) of this Law, the employee may file a complaint for the retaliatory action with the OLC who shall direct the matter to be investigated pursuant to Section 3(b) of this Law.

e. False Claims: Any employee of the tribal government, tribal enterprise or large tribal contractor, who is found to have, with knowledge, made false charges under Section 3(c) of this Law, shall be subject to disciplinary action by his/her employer up to and including dismissal.

37 M.P.T.L. ch. 1 § 4

§ 4. Remedies for Violation

a. In the event that any Protected Employee has been subject to Prohibited Conduct as described in Section 3(c) hereof, such employee shall have the following remedies:

- (i) To the extent that the employee has been the subject of disciplinary action, as defined in 8 M.P.T.L. ch. 1 §1(h) the disciplined employee may raise such issue in an appeal taken pursuant to Title 8 and if the Court finds that the disciplinary action complained of is Prohibited Conduct, the Court may order reinstatement of the employee and/or award lost wages and benefits suffered by the employee.†
- (ii) In the alternative, a Protected Employee may institute an action in Tribal Court for any harm suffered by the employee as a result of such Prohibited Conduct, and as a remedy the Court may award actual damages for monetary losses, and in addition thereto the Court may fashion a remedy designed to restore the employee to any benefits or conditions of employment which the employee was deprived of by virtue of the Prohibited Conduct. Any cause of action instituted under this subsection shall, in the event of a Gaming Enterprise employee, be brought in the same manner as a tort claim under Title 4, and, in the event of a non-Gaming Enterprise employee, be brought in the same manner as a tort action to which the Tribe is a party under Title 12.
- (iii) An action under Section 4(a) (ii) above must be instituted within one (1) year of the Prohibited Conduct. If an employee has asserted Prohibited Conduct in a proceeding described in Section 4(a) (i) above, they are barred from instituting an additional action under Section 4(a) (ii).

§ 5. Waiver of Sovereign Immunity

The Tribe hereby waives its sovereign immunity from suit against the Tribe and the Gaming Enterprise for actions in the Tribal Court, founded upon Prohibited Conduct as defined herein. Nothing herein shall be construed as a waiver of the sovereign immunity from suit against the Tribe or the Gaming Enterprise in state or federal court, or in any action before any state or federal agency, or in any other forum or context.

Historical and Statutory Notes

Derivation.

Effective November 22, 2010, TCR112210-01 of 06 enacted the Mashantucket Pequot Tribal Whistleblower Law.

Amendments.

Effective February 13, 2020, TCR021320-01 of 02 amended Title 37. Mashantucket Pequot Tribal Whistleblower Law to clarify the process and provide for additional reporting.

TCR102215-01 of 07 amended 38 M.P.T.L. Sex Offender Registration and Notification Law. Amendments to this law are indicated in red.

TITLE 38. SEX OFFENDER ~~NOTIFICATION AND~~ REGISTRATION AND NOTIFICATION LAW

CHAPTER 1. TITLE; FINDINGS; PURPOSE; DEFINITIONS

38 M.P.T.L. ch.1 § 1

§ 1. Title; Authority.

a. This law shall be known as the "Mashantucket Pequot Sex Offender Registration and Notification Law".

b. This Title is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the lawful governing body of the Mashantucket (Western) Pequot Tribe, to regulate conduct of prior convicted Sex Offenders within Tribal Lands. The Tribe has the inherent authority to exclude persons from Tribal Lands and to place conditions on entry and continued presence on Tribal Lands.

38 M.P.T.L. ch.1 § 2

§ 2. Findings

a. Violent crime in Indian Country is more than twice the national average. Native American nations are disproportionately affected by violent crime and Sex Offenses in particular from both tribal and non-tribal perpetrators; consequently, the conduct and presence of convicted Sex Offenders in Indian Country threatens the political integrity, economic security, health and welfare of tribal nations even to the point of imperiling the substance of tribal communities.

b. The Mashantucket Pequot Tribal Council finds that ~~Sex~~ ~~Offenders~~ present a serious risk of re-offense and that the efforts of law enforcement to protect the community, conduct investigations and to apprehend those who commit ~~Sex~~ ~~Offenses~~ is impaired by the lack of information available about individuals who have pled to, or have been found guilty of, ~~Sex~~ ~~Offenses~~.

38 M.P.T.L. ch.1 § 3

§ 3. Purpose

The purpose of the Mashantucket Pequot Sex Offender ~~Registration and~~ ~~Registration-Notification~~ Law is primarily to protect the public from the risk of re-offense by convicted ~~Sex~~ ~~Offenders~~ through implementation of the Federal Sex Offender Registration and Notification Act (SORNA) (Title I of Public Law 109-248) (Codified at 42 U.S.C. §§ 16901 et seq.). This law shall be interpreted liberally to comply with the terms and conditions of SORNA and any applicable rules or regulations promulgated under SORNA, as presently written or hereafter amended.

§ 4. Definitions

a. "Abscond" means failure to register and/or leave, flee or depart quickly and secretly and hide oneself with intent to avoid arrest or prosecution.

b. "Convicted" means subjected to penal consequences based on a conviction, regardless of how the conviction may be styled. This shall include, but not be limited to, convictions and Juvenile adjudications of Minors tried as an adult in tribal, state, and federal courts. A Juvenile offender is "convicted" for the purposes of this law if the juvenile offender is either:

- (1) Prosecuted and found guilty as an adult for a Sex Offense; or
- (2) Adjudicated delinquent as a Juvenile for a Sex Offense, but only if the offender is fourteen (14) years of age at the time of the offense and the offense adjudicated was comparable to or more severe than aggravated sexual abuse (as described in either (a) or (b) of section 2241 of Title 18, United States Code), or was an attempt or conspiracy to commit such an offense.

c. "Dru Sjodin National Sex Offender Public Website" means the public website maintained by the Attorney General of the United States pursuant to 42 U.S.C. §16920.

d. "Employee" means any individual who is self-employed or works for another person or entity, including the Tribe, regardless of compensation. Volunteers, interns, externs, apprentices, and those providing community services are included within the definition of Employee for registration purposes.

e. "Employer" means the Tribe and any person or entity that has Employees who work on Tribal Lands.

f. "Employment" means compensated, volunteer, or vocational work or service on behalf of an Employer. "Employment" includes an internship, externship, apprenticeship, and community service. To be "employed" means to have such employment.

g. "Federal Offense" means an offense prosecuted under section 1152 or 1153 of Title 18 of the United States Code or under section 1591, or chapter 109A, 110 (other than section 2257, 2257A, or 2258), or 117, of Title 18 of the United States Code.

h. "Foreign Conviction" means a conviction obtained outside of the United States.

i. "Homeless" means a person who does not have a permanent or temporary Residence, unless it is a homeless shelter.

j. "IAFIS" means the Integrated Automated Fingerprint Identification System, a national fingerprint and history system maintained by the Federal Bureau of Investigation.

k. "Immediate" and "~~I~~mmmediately" means within three (3) business days.

l. "Imprisonment" and "~~I~~mprisoned" means incarceration pursuant to a conviction, regardless of the nature of the institution in which the offender serves the sentence. The term is to be interpreted broadly to include, for

example, confinement in a state "prison" as well as in a federal, military, foreign, BIA, private or contract facility, or a local tribal "jail". Persons under "house arrest" following conviction of a registerable Sex Offense are required to register pursuant to the provisions of this code during their period of "house arrest".

m. "Indian" means a person who is a member of a federally recognized Indian Tribe.

n. "Jurisdiction" means the 50 states, the District of Columbia, the five principal U.S. territories, i.e., the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, and any Indian tribe that elects to function as a registration jurisdiction under SORNA.

o. "Juvenile" means an individual under the age of eighteen (18).

p. "Loiter" means standing or sitting idly whether in or out of a vehicle, or remaining in or around property, not their own, without permission or a legitimate reason.

q. "Minor" means an individual who has not attained the age of eighteen (18) years.

r. "National Crime Information Center" or "NCIC" means the computerized index of criminal justice information maintained by the Federal Bureau of Investigation.

s. "NSOR" means the National Sex Offender Registry, the national database maintained by the Attorney General of the United States pursuant to 42 U.S.C. §16919.

t. "Playground" means a small or large open space where Minors play or gather with or without dedicated play equipment and/or is a place, often part of a school yard, for outdoor games and recreation, an athletic field, playing field or court.

u. "Primary ~~a~~Address" means the mailing address of the person's dwelling, including physical location of the dwelling described with as much specificity as possible.

v. "Police Department" means the Mashantucket Pequot Tribal Police Department ~~or Mashantucket Pequot police force~~ or any sworn officer of that force.

w. "Public Website" means the Mashantucket Pequot Sex Offender Registry Public Website.

x. "Residence" or "Residency" means a place where a person, including Students, temporary Employees, and military personnel on assignment, is living or temporarily staying for longer than thirty (30) consecutive days, such as a shelter or structure that can be located by a street address or landmarks, including, but not limited to, houses, apartment buildings, motels, hotels, homeless shelters, and recreational and other vehicles.

y. "Reside" or "Resides" means with respect to an individual, the location of the individual's home or other place where the individual lives, sleeps, or frequents for more than thirty (30) consecutive days.

z. "School" means a building, facility, or room in a building or facility designated as a place for instruction, education, teaching, learning, or academics and is a public or private daycare, childcare facility, preschool, elementary school, secondary school, trade school, professional school, or institute of higher learning where teaching, training, supervision, recreation, and/or medical services for Minors, for the disabled, or for the elderly, or anytime care given to preschool children or to Minors after school or during school vacation, as at a day care center, or to the elderly as at a social agency. "School" includes, but is not limited to, the Mashantucket Pequot Child Development Center and the Mashantucket Pequot Community Center.

aa. "School Personnel" means teachers, caregivers, **volunteers**, the principal, or superintendent of Schools, a member of the School board or Employee or any entity working for, or rendering or exchanging any service or performing any act for or on behalf of the Tribe in any capacity full or part time.

bb. "Secondary ~~a~~Address" means a mailing address of any place where the person regularly or occasionally stays overnight, including the physical location of the place described with as much specificity as possible.

cc. "Sexual Act" or "Sexual Activity" means:

- (1) Contact between the penis and the vulva or the penis and the anus; for purposes of this definition, contact involving the penis occurs upon penetration, however slight.
- (2) Contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus.
- (3) The penetration, however slight, of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person; or
- (4) The intentional touching, not through the clothing, of the genitalia of another person who has not attained the age of eighteen (18) years with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desires of any person.

dd. "Sexual Contact" means the intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with ~~an~~the intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desires of another person.

ee. "Sex Offender" means a person convicted of a Sex Offense in any state, federal, tribal, foreign, or military court.

ff. "Sex Offender Registry" means the registry of Sex Offenders, and a notification program, maintained by the Police Department.

gg. "Sex Offense" means the crimes appearing in SORNA § 111(5) [42 U.S.C. § 169911 (5) as amended], and those offenses enumerated in this Law or any other registerable offense under federal, state, military, foreign, or tribal law, and any criminal offense that has an element involving a Sexual Act or Sexual Contact with another, except:

- (1). Offenses involving consensual sexual conduct if

- a. the victim was an adult, unless the adult was under the custodial authority of the offender at the time of the offense, or
 - b. the victim was at least thirteen (13) years old and the offender was not more than four (4) years older than the victim.
- (2). A Foreign Conviction unless it was obtained under the laws of Canada, the United Kingdom, Australia, New Zealand, or under the laws of any foreign country which the U.S. State Department, in its Country Reports on Human Rights Practices, has concluded that an independent judiciary generally or vigorously enforced the right to a fair trial in that country during the year in which the conviction occurred.

hh. "SMART Office" means the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering and Tracking, which was established within the United States Department of Justice under the general authority of the Attorney General of the United States pursuant to 42 U.S.C. § 16945.

ii. "SORNA" means the Sex Offender Registration and Notification Act (Title I of the Adam Walsh Child Protection and Safety Act of 2006 P.L. 109-248), 42 U.S.C. § 16911 et seq., as amended.

jj. "Specified Offense Against a Minor" means an offense against a Minor that involves any of the following:

- (1) An offense (unless committed by a parent or guardian) involving kidnapping;
- (2) An offense (unless committed by a parent or guardian) involving false imprisonment;
- (3) Solicitation to engage in sexual conduct;
- (4) Use in a sexual performance;
- (5) Solicitation to practice prostitution;
- (6) Video voyeurism as described in section 1801 of Title 18 of the United States Code;
- (7) Possession, production, or distribution of child pornography;
- (8) Criminal sexual conduct involving a Minor, or the use of the internet to facilitate or attempt such conduct; or
- (9) Any conduct that by its nature is a Sex Offense against a Minor.

kk. "State Police" means the Connecticut State Police.

ll. "Student" means a person who enrolls in or attends either a private or public education institution, including a daycare, childcare facility, preschool, secondary school, trade, or professional school, or an institution of higher education. "Student" includes an intern, extern, and apprentice.

~~mmll.~~ "Temporary Lodging" means any place that is not the offender's Primary Address and in which an offender ~~under this Title~~ lives, or sleeps, or frequents ~~for more than seven (7) consecutive days (168 hours) overnight.~~

~~nnmm.~~ "Tier-1 Sex Offender" or a Sex Offender designated as "Tier-1" means a person who has been convicted of a Tier-1 Sex Offense as defined in Chapter 2, Section 3(a) of this Title.

~~oonn.~~ "Tier-2 Sex Offender" or a "Sex Offender" designated as "Tier-2" means a person who has been convicted of a Tier-2 Sex Offense as defined in Chapter 2, Section 3(b) of this Title or who is subject to the recidivist provisions of Chapter 2, Section 2(b) (1).

~~opp.~~ "Tier-3 Sex Offender" or a "Sex Offender" designated as "Tier-3" means a person who has been convicted of a "Tier-3" Sex Offense as defined in Chapter 2, Section 3 (c) (1) of this Title or who is subject to the recidivist provisions of Chapter 2, Section 3 (c) (1) of this Title.

~~pp. "Transient" means a person who lacks a Residence.~~

qq. "Tribal Court" means the Mashantucket Pequot Tribal Court or any court established by the Tribe to adjudicate and enforce the provisions of this Title or violations of other tribal laws.

rr. "Tribal Lands" means the Mashantucket Pequot Reservation as that term is defined in 25 U.S.C. § 1752 (7) together with any land held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.

ss. "Tribe" means the Mashantucket (Western) Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation, including, but not limited to, any arm, agency, department, subdivision, enterprise, entity or organization within or wholly owned by the Tribe. "Tribe" does not include any entity created by the Tribe under state laws that is located and operates principally outside of Tribal Lands. "Tribal" refers to this Tribe.

tt. "Visit" means ~~to stay at~~ any Temporary Lodging on Tribal Lands ~~of more than seven (7) consecutive days (168 hours) overnight.~~

uu. "Visitor" means any person ~~staying for seven (7) consecutive days (or 168 hours) overnight at any Temporary Lodging~~ on Tribal Lands.

CHAPTER 2. REGISTRIES; OFFENSES; TIERS

38 M.P.T.L. ch.2 § 1

§ 1. Creation of Registries

a. Sex Offender Registry. There is hereby established a sex offender registry program called the Mashantucket Pequot Sex Offender Registry, which the Tribal Police Department shall maintain and operate pursuant to the provisions of this law.

b. Public Sex Offender Registry Website. There is hereby established a public sex offender registry website called the Mashantucket Pequot Sex Offender Registry Public Website, which the Tribal Police Department shall maintain and operate pursuant to the provisions of this law.

38 M.P.T.L. ch.2 § 2

§ 2. Registerable Offenses

Individuals who have been convicted of any of the following offenses and who ~~R~~eside or are Visitors on property within the exterior boundaries of Tribal Lands, regardless of location; or who are ~~employed~~ Employees within Tribal Lands; or who attend School on Tribal Lands; are subject to the requirements of this Title:

a. Attempts and conspiracies. Any attempt or conspiracy to commit any Sex Offense, including those enumerated in this Subsection.

b. A criminal offense that is a Specified Offense Against a Minor.

c. Tribal offenses. Any Sex Offenses codified in Title 2 of the Mashantucket Pequot Tribal Laws. Such laws include, but are not limited to, the following:

- (1) Mash. Pequot Crim. Code § 53-21 (Injury, or risk of injury to, or impairing morals of, children; Sale of children);
- (2) Mash. Pequot Crim. Code § 53a-70 (sexual assault in the first degree);
- (3) Mash. Pequot Crim. Code § 53a-70a (aggravated sexual assault in the first degree);
- (4) Mash. Pequot Crim. Code § 53a-70b (sexual assault in spousal or habiting relationship);
- (5) Mash. Pequot Crim. Code § 53a-70c (aggravated sexual assault of a Minor);
- (6) Mash. Pequot Crim. Code § 53a-71 (sexual assault in the second degree);
- (7) Mash. Pequot Crim. Code § 53a-72a (sexual assault in the third degree);
- (8) Mash. Pequot Crim. Code § 53a-72b (sexual assault in the third degree with a firearm);
- (9) Mash. Pequot Crim. Code § 53a-73a (sexual assault in the fourth degree);
- (10) Mash. Pequot Crim. Code §§ 53a-86 through 88 (promoting prostitution);
- (11) Mash. Pequot Crim. Code § 53a-89 (permitting prostitution);
- (12) Mash. Pequot Crim. Code § 53a-90a (enticing a Minor);
- (13) Mash. Pequot Crim. Code § 53a-90b (misrepresenting age to entice a Minor);
- (14) Mash. Pequot Crim. Code § 53a-92(a) ~~++~~(2) (kidnapping with intent to commit physical or sexual abuse);
- (15) Mash. Pequot Crim. Code § 53a-92a (kidnapping with firearm ~~+~~ when intent is to commit physical or sexual abuse);
- (16) Mash. Pequot Crim. Code § 53a-189a (voyeurism);
- (17) Mash. Pequot Crim. Code § 53a-192(a) (1) if the offense involves a Sexual Act or an offense against a Minor (coercion);
- (18) Mash. Pequot Crim. Code § 53a-194 when it involves a Minor (obscenity);
- (19) Mash. Pequot Crim. Code § 53a-196 (obscenity as to Minors);
- (20) Mash. Pequot Crim. Code § 53a-196a (employing a Minor in an obscene performance);
- (21) Mash. Pequot Crim. Code § 53a-196b (promoting a Minor in an obscene performance);
- (22) Mash. Pequot Crim. Code § 53a-196c (importing child pornography);
- (23) Mash. Pequot Crim. Code § 53a-196d (possessing child pornography in the first degree);
- (24) Mash. Pequot Crim. Code § 53a-196e (possessing child pornography in the second degree);
- (25) Mash. Pequot Crim. Code § 53a-196f (possessing child pornography in the third degree);
- (26) Mash. Pequot Crim. Code § 53a-196h (possessing or transmitting child pornography by Minor);
- (27) Mash. Pequot Crim. Code § 53a-223 (formerly § 53a-110b) (criminal violation of a protective order ~~+~~ when involving a sex offense).

d. Federal Offenses. A conviction for any of the following, and any other offense hereafter included in the definition of "Sex Offense" at 42 U.S.C. § 16911(5):

- (1) 18 U.S.C. § 1591 (sex trafficking of children);
- (2) 18 U.S.C. § 1801 (video voyeurism of a Minor);

- (3) 18 U.S.C. § 2241 (aggravated sexual abuse);
- (4) 18 U.S.C. § 2242 (sexual abuse);
- (5) 18 U.S.C. § 2243 (sexual abuse of a Minor or ward);
- (6) 18 U.S.C. § 2244 (abusive Sexual Contact);
- (7) 18 U.S.C. § 2245 (offenses resulting in death);
- (8) 18 U.S.C. § 2251 (sexual exploitation of Minors);
- (9) 18 U.S.C. § 2251A (selling or buying of Minors);
- (10) 18 U.S.C. § 2252 (material involving the sexual exploitation of a Minor);
- (11) 18 U.S.C. §2252A (material containing child pornography);
- (12) 18 U.S.C. §2252B (misleading domain names on the internet);
- (13) 18 U.S.C. §2252C (misleading words or digital images on the internet);
- (14) 18 U.S.C. §2260 (production of sexually explicit depictions of a Minor for import into the U.S.);
- (15) 18 U.S.C. § 2421 (transportation of a Minor for illegal Sexual Activity);
- (16) 18 U.S.C. §2422 (coercion and enticement of a Minor for illegal Sexual Activity);
- (17) 18 U.S.C. § 2423 Transportation of Minors for Illegal Sexual Activity, Travel with the Intent to Engage in Illicit Sexual Conduct with a Minor, Engaging in Illicit Sexual Conduct in Foreign Places (Mann Act);
- (18) 18 U.S.C. §2424 (failure to file factual statement about an alien individual);
- (19) 18 U.S.C. § 2425 (transmitting information about a Minor to further criminal sexual conduct).

e. Foreign ~~Offenses Conviction. Any conviction for a Sex Offense involving any conduct listed in this Section that was obtained under the laws of Canada, the United Kingdom, Australia, or New Zealand.~~ A Foreign Conviction is not a Sex Offense for the purposes of this law unless it was either:

- (1) Obtained under the laws of Canada, the United Kingdom, Australia, or New Zealand; or
- (2) Under the laws of any foreign country, when the United States State Department, in its Country Reports on Human Rights Practices, has concluded that an independent judiciary generally or vigorously enforced the right to a fair trial, including ensuring sufficient safeguards for fundamental fairness and due process, in that country during the year in which the conviction occurred.

f. Military Offenses. Any military offense specified by the Secretary of Defense under Section 115(a) (8) (C) (i) of Public Law 105-119 (codified at 10 U.S.C. § 951 note 2).

g. Juvenile Offenses or Adjudications. Any Sex Offense, or attempt or conspiracy to commit a Sex Offense, committed by a person who was a ~~+~~Juvenile at the time of the offense and

- (1) Was prosecuted and convicted as an adult; or
- (2) Was adjudicated delinquent as a Juvenile for a Sex Offense, but only if:
 - (A) The offender was fourteen (14) years of age or older at the time of the offense, and
 - (B) The offense adjudicated was comparable to or more severe than the federal crime of aggravated sexual abuse (as codified in 18 U.S.C. § 2241(a) or (b)). This includes engaging in a Sexual Act with

another by force or the threat of serious violence, or engaging in a Sexual Act with another by rendering unconscious or involuntarily drugging the victim.

h. Other Registerable Offenses. Any Sex Offense, as defined in this Title, committed in any state, territory, or other tribal Jurisdiction, including the District of Columbia, that led to a conviction.

38 M.P.T.L. ch.2 § 3

§ 3. Tiered Offenses

a. Tier-1 Offenses:

- (1) Sex Offenses. A Tier-1 offense includes any Sex Offense for which a person has been ~~e~~Convicted ~~in a state, local, foreign, and/or tribal jurisdiction,~~ or an attempt or conspiracy to commit such an offense, ~~that~~which is not a Tier-2 or Tier-3 offense.
- (2) Offenses involving Minors. A Tier-1 offense also includes any offense, not otherwise classified in Tier-2 or Tier-3 below, for which a person has been ~~C~~onvicted ~~by any federal, state, foreign, and/or tribal jurisdiction~~ that involves the false imprisonment of a Minor, video voyeurism of a Minor, or possession or receipt of child pornography~~†~~.
- (3) Tribal Offenses. Conviction for any of the following Tribal or state offenses shall be considered conviction for a Tier-1 offense:
 - ~~(A) Mash. Pequot Crim. Code § 53a-70b (sexual assault in spousal or cohabiting relationship);~~
 - ~~(B) Mash. Pequot Crim. Code § 53a-73a when the victim is not a Minor (sexual assault in the fourth degree);~~
 - (~~C~~A) Mash. Pequot Crim. Code § 53a-95 when the victim is a Minor (unlawful restraint - 1st degree)
 - (B) Mash. Pequot Crim. Code § 53a-96 when the victim is a Minor (unlawful restraint - 2nd degree)
 - (C) Mash. Pequot Crim. Code § 53a-89 (permitting prostitution);
 - (~~D~~D) Mash. Pequot Crim. Code § 53a-194 when it involves a Minor (obscenity);
 - ~~or~~
 - (E) Mash. Pequot Crim. Code § 53a-196e (possessing child pornography in the second degree);
 - (F) Mash. Pequot Crim. Code § 53a-196f (possessing child pornography in the third degree); or
 - (G) Mash. Pequot Crim. Code § 53a-196h (possessing or transmitting child pornography by minor).
 - ~~(E) Mash. Pequot Crim. Code § 53a-196d (possessing child pornography in the first degree).~~
- (4) Federal Offenses. Conviction for any of the following Federal Offenses shall be considered a conviction for Tier-1 offense:
 - (A) 18 U.S.C. § 1801 (video voyeurism of a Minor);
 - (B) 18 U.S.C. § 2252 (receipt or possession of child pornography);
 - (C) 18 U.S.C. § 2252A (receipt or possession of child pornography);
 - (D) 18 U.S.C. § 2252B (misleading domain names on the internet);
 - (E) 18 U.S.C. § 2252C (misleading words or digital images on the internet);
 - (F) 18 U.S.C. § 2422(a) (coercion to engage in prostitution);
 - (G) 18 U.S.C. § 2423(b) (travel with the intent to engage in illicit conduct);

- (H) 18 U.S.C. §2423(c) (engaging in illicit conduct in foreign places);
- (I) 18 U.S.C. §2423(d) (arranging, inducing, procuring, or facilitating the travel in interstate commerce of an adult for the purpose of engaging in illicit conduct for financial gain),
- (J) 18 U.S.C. §2424 (failure to file factual statement about an alien individual); or
- (K) 18 U.S.C. §2425 (transmitting information about Minor to further criminal sexual conduct).

(5) Certain Military Offenses. Any military offense specified by the Secretary of Defense under Section 115(a) (8) (c) (i) of Public Law 105-119 (codified at 10 U.S.C. § 951 note 2) that is similar to those offenses outlined in Subsections (1), (2), (3), or (4) of Chapter 2, Section 3 (a) above [38 M.P.T.L. ch. 2 § 3(a) (1)-(4)] shall be considered a Tier-1 offense.

b. Tier-2 Offenses. A Tier-2 Offense is any of the following:

- (1) Recidivism and Felonies. Unless otherwise covered by a Tier-3 offense, any Sex Offense that is not the first Sex Offense for which a person has been ~~Convicted in a state, local, foreign, and/or tribal jurisdiction,~~ and that is an offense punishable by ~~no~~ more than one (1) year's imprisonment or is an offense punishable by more than six (6) months' imprisonment in a jurisdiction limited to one-year sentencing, is considered a Tier-2 offense.
- (2) Offenses involving Minors. A Tier-2 offense includes any Sex Offense against a Minor for which a person has been ~~Convicted,~~ or an attempt or conspiracy to commit such an offense that involves:
 - (A) The use of Minors in prostitution, including solicitations;
 - (B) Enticing a Minor to engage in criminal Sexual Activity;
 - (C) A non-forcible Sexual Act with a Minor sixteen (16) or seventeen (17) years old;
 - (D) Sexual Contact with a Minor thirteen (13) years of age or older, whether directly or indirectly through the clothing, that involves the intimate parts of the body;
 - (E) The use of a Minor in sexual performance;~~;~~ or~~,~~
 - (F) The production of distribution of child pornography.
- (3) Certain Tribal Offenses. Conviction for any of the following Tribal or state offenses shall be considered conviction for a Tier-2 offense:
 - (A) Mash. Pequot Crim. Code § 53-21 (Injury, or risk of injury to, or impairing morals of, children; Sale of children);
 - ~~(B) Mash. Pequot Crim. Code § 53a-71 when the victim is not a Minor (sexual assault in the second degree);~~
 - ~~(C) Mash. Pequot Crim. Code § 53a-72a (sexual assault in the third degree);~~
 - ~~(DB) Mash. Pequot Crim. Code § 53a-73a when the victim is a Minor (sexual assault in the fourth degree);~~
 - (EC) Mash. Pequot Crim. Code § 53a-87 through 88 (promoting prostitution in the second and third degrees);
 - ~~(F) Mash. Pequot Crim. Code § 53a-90a (enticing a Minor);~~
 - (GD) Mash. Pequot Crim. Code § 53a-90a (enticing a minor);
 - (E) Mash. Pequot Crim. Code § 53a-90b (misrepresentation of age to entice a Minor);
 - (HF) Mash. Pequot Crim. Code § 53a-189a (voyeurism);
 - (IG) Mash. Pequot Crim. Code § 53a-192 (a) (1) (coercion, if the offense involves a Sexual Act or a Specified Offense Against a Minor);

- (~~JH~~) Mash. Pequot Crim. Code § 53a-196 (obscenity as to Minors);
- (I) Mash. Pequot Crim. Code § 53a-196d (possessing child pornography in the first degree);
- ~~(K) Mash. Pequot Crim. Code § 53a-196e (possessing child pornography in the second degree);~~
- ~~(L) Mash. Pequot Crim. Code § 53a-196f (possessing child pornography in the third degree);~~
- ~~(M) Mash. Pequot Crim. Code § 53a-196h (possessing or transmitting child pornography by minor);~~ or,
- (~~NJ~~) Mash. Pequot Crim. Code § 53a-223 (formerly § 53a-110b) (criminal violation of a protective order), when involving a sex offense.
- (4) Certain Federal Offenses. Conviction for any of the following Federal Offenses shall be considered a conviction for a Tier-2 offense:
- (A) 18 U.S.C. § 1591 (sex trafficking by force, fraud or coercion);
- (B) 18 U.S.C. § 2244 (abusive Sexual Contact, where the victim is thirteen (13) years of age or older);
- (C) 18 U.S.C. § 2251 (sexual exploitation of children);
- (D) 18 U.S.C. § 2251A (selling or buying of children);
- (E) 18 U.S.C. § 2252 (material involving the sexual exploitation of a Minor)
- (~~FE~~) 18 U.S.C. § 2252A (production or distribution of material containing child pornography);
- (~~GF~~) 18 U.S.C. § 2260 (production of sexually explicit depictions of a Minor for import into the United States);
- (~~HG~~) 18 U.S.C. § 2421 (transportation of a Minor for illegal Sexual Activity);
- (~~IH~~) 18 U.S.C. § 2422(b) (coercing a Minor to engage in prostitution);
- (~~JF~~) 18 U.S.C. § 2423(a) (transporting a Minor to engage in illicit conduct); or
- (~~JK~~) 18 U.S.C. § 2423(d) (arranging, inducing, procuring or facilitating travel in interstate commerce of a Minor for the purpose of engaging in illicit conduct for financial gain).
- (5) Certain Military Offenses. Any military offense specified by the Secretary of Defense under Section 115(a) (8) (C) (i) of Public Law 105-119 (codified at 10 U.S.C. § 951 note 2) that is similar to those offenses outlined in Subsections (1), (2), (3), or (4) of Chapter 2, Section 3 (b) above [38 M.P.T.L. ch. 2 § 3(b) (1)-(4)] shall be considered a Tier-2 offense.
- c. Tier-3 Offenses. A Tier-3 Offense is any of the following:
- (1) Recidivism and Felonies. Any Sex Offense that is punishable by more than one (1) year in jail where the offender has at least one (1) prior conviction for a Tier-2 Sex Offense, or has previously become a Tier-2 Sex Offender, is a Tier-3 Sex Offense.
- (2) General Offenses. A Tier-3 offense includes any Sex Offense for which a person has been ~~e~~convicted ~~in a state, local, foreign, or tribal jurisdiction~~, or an attempt or conspiracy to commit such an offense, which involves:
- (A) Non-parental kidnapping of a Minor;
- (B) A Sexual Act with another by force or threat;
- (C) A Sexual Act with another who has been rendered unconscious or involuntarily drugged, or who is otherwise incapable of either appraising the nature of the conduct or declining to participate;
- or

- (D) Sexual Contact with a Minor twelve (12) years of age or younger, including offenses that cover Sexual Contact with the intimate parts of the body, either directly or through the clothing.
- (3) Certain Tribal Offenses. Conviction for any of the following Tribal or state offenses shall be considered conviction for a Tier-3 offense:
- (A) Mash. Pequot Crim. Code § 53-21 (Injury or risk of injury to, or impairing morals of minors, when inclusive with another Sex Offense; Sale of minors);
 - (B) Mash. Pequot Crim. Code § 53a-70 (sexual assault in the first degree);
 - (C) Mash. Pequot Crim. Code § 53a-70a (aggravated sexual assault in the first degree);
 - (D) Mash. Pequot Crim. Code § 53a-70b (sexual assault in spousal or cohabiting relationship);
 - ~~(E) Mash. Pequot Crim. Code § 53a-73a when the victim is not a Minor (sexual assault in the fourth degree);~~
 - ~~(DE) Mash. Pequot Crim. Code § 53a-70c (aggravated sexual assault of a Minor);~~
 - ~~(EF) Mash. Pequot Crim. Code § 53a-71 when the victim is a Minor (sexual assault in the second degree);
Mash. Pequot Crim. Code § 53a-71 when the victim is not a Minor (sexual assault in the second degree);~~
 - ~~(EG) Mash. Pequot Crim. Code § 53a-72a (sexual assault in the third degree);~~
 - ~~(FH) Mash. Pequot Crim. Code § 53a-72b (sexual assault in the third degree with a firearm);~~
 - ~~(I) Mash. Pequot Crim. Code § 53a-73a when the victim is a Minor (sexual assault in the fourth degree);~~
 - (JG) Mash. Pequot Crim. Code § 53a-86 (promoting prostitution in the first degree);
 - ~~(KH) Mash. Pequot Crim. Code § 53a-92 (a) (2) (kidnapping with intent to commit physical or sexual abuse);~~
 - ~~(L) Mash. Pequot Crim. Code § 53a-92a (kidnapping with firearm) when intent is to commit physical or sexual abuse;~~
 - ~~(M) Mash. Pequot Crim. Code § 53a-94 when the victim is a Minor (kidnapping 2nd degree)~~
 - ~~(N) Mash. Pequot Crim. Code § 53a-94a when the victim is a Minor (kidnapping 2nd degree with a firearm)~~
 - (O) Mash. Pequot Crim. Code § 53a-196a (employing a Minor in an obscene performance);
 - (KP) Mash. Pequot Crim. Code § 53a-196b (promoting a Minor in an obscene performance); or,
 - ~~(Q) Mash. Pequot Crim. Code § 53a-196c (importing child pornography).
or~~
 - ~~(M) Mash. Pequot Crim. Code § 53a-196d (possessing child pornography in the first degree).~~
- (4) Certain Federal Offenses. Conviction for any of the following Federal Offenses shall be considered conviction for a Tier-3 offense:
- (A) 18 U.S.C. § 2241 (aggravated sexual abuse);
 - (B) 18 U.S.C. § 2242 (sexual abuse);
 - (C) 18 U.S.C. § 2243 (sexual abuse of a Minor or ward);
 - (D) Where the victim is twelve (12) years of age or younger, 18 U.S.C. § 2244 (abusive Sexual Contact).

- (5) Certain Military Offenses. Any military offense specified by the Secretary of Defense under Section 115 (a) (8) (C) (i) or Public Law 105-119 (codified at 10 U.S.C. § 951 note 2) that is similar to those offenses outlined in Subsections (1), (2), (3), or (4) of Chapter 2, Section 3(c) above [38 M.P.T.L. ch. 2 § 3(c) (1)-(4)] shall be considered a Tier-3 offense.

CHAPTER 3. REGISTRATION AND VERIFICATION REQUIREMENTS

38 M.P.T.L. ch.3 § 1

§ 1. Registration, Verification, and In-Person Appearance Requirements.

a. General Requirements.

- (1) Duties. A Sex Offender covered by this Title who is required to register with the Tribe pursuant to this Title shall provide all of the information detailed in this Chapter to the Police Department. The Police Department shall obtain all of the information detailed in this Chapter from registerable Sex Offenders who are required to register with the Tribe and shall implement any relevant policies and procedures.
- (2) Digitization. All information obtained under this Chapter shall be, at a minimum, maintained by the Police Department in a digitized format.
- (3) Electronic Database. A Sex Offender registry shall be maintained in an electronic database by the Police Department and shall be in a form capable of electronic transmission.

b. Where Registration is Required.

- (1) Jurisdiction of Conviction. A Sex Offender must initially register ~~with the Police Department if the Sex Offender was convicted in the Tribal Court of a registerable Sex Offense, regardless of the Sex Offender's actual or intended Residency in the jurisdiction where his or her conviction occurred.~~
- (2) Jurisdiction of Incarceration. A Sex Offender must **initially** register with the Police Department if the Sex Offender is imprisoned by the Tribe while completing any sentence for a registerable Sex Offense, regardless of whether it is the same Jurisdiction as the Jurisdiction of ~~C~~onviction or Residence.
- (3) Jurisdiction of Residence. A Sex Offender must register with the Police Department if the Sex Offender ~~R~~esides or is Homeless ~~or is a Transient~~ within Tribal Lands.
- (4) Jurisdiction of Employment. A Sex Offender must register with the Police Department if the Sex Offender is an Employee of the Tribe or within Tribal Lands.
- (5) Jurisdiction of School Attendance. A Sex Offender must register with the Police Department if the Sex Offender is a Student in any capacity within Tribal Lands. ~~A Sex Offender at any School within a Jurisdiction found in this Section is required to register with that Jurisdiction.~~
- (6) Jurisdiction of Visitor. A Sex Offender who is a Visitor under this Chapter shall **register with the Police Department.** ~~register with the Police Department within twenty-four (24) hours of such Visit.~~

c. Timing of Registration. A Sex Offender required to register with the Tribe under this Title shall do so in-person and in the following timeframe:

- (1) If ~~C~~eConvicted by the Tribal Court for a registerable Sex Offense and ~~I~~Imprisoned, the Sex Offender must register before being released from Imprisonment.
- (2) If ~~e~~Convicted by the Tribal Court, but not ~~I~~Imprisoned, ~~I~~Immediately after sentencing for the registerable offense, ~~and within twenty-four (24) hours of establishing a Residence, commencing Employment, or becoming a Student on Tribal Lands.~~
- (3) If a Visitor ~~is~~ ~~e~~Convicted for a registerable Sex Offense by the Tribal Court or any other court enumerated in this Chapter, ~~before entry onto Tribal Lands. If circumstances do not permit such registration, then the Visitor must notify the Police Department at least twenty-four (24) hours prior to such Visit, and register upon entering Tribal Lands. within twenty-four (24) hours after entry onto Tribal Lands.~~
- (4) For convictions in any other court, including, but not limited to convictions in state, federal, military, foreign, or tribal courts, a Sex Offender must appear in-person to register with the Police Department, ~~no later than twenty-four (24) hours within three (3) business days~~ of establishing a Residence, commencing Employment, or becoming a Student on Tribal Lands.

~~5. If imprisoned in any tribal, state, federal, military or foreign Jurisdiction as limited by this Title, before release from Imprisonment for the registerable offense.~~

d. Duties of the Police Department. The Police Department ~~or its designees~~ shall have policies and procedures in place to ensure the following:

- (1) That any Sex Offender ~~I~~Imprisoned or sentenced by the Tribe for a registerable Sex Offense completes their initial registration with the Police Department;
- (2) That the Connecticut sex offender registry is reviewed regularly to verify that all registerable Sex Offenders have properly registered with the Police Department;
- (3)~~2~~ That any Sex Offender initially registering with the Tribe is informed of their duties under SORNA and this Title, and that such duties under SORNA and this Title are explained to them;
- (4)~~3~~ That the Sex Offender reads, or has read to them, and signs an Acknowledgement Form stating that the duty to register has been explained to them and that the Sex Offender understands the registration requirement;
- (5)~~4~~ That the Sex Offender is registered and added to the Public Website;
- (6)~~5~~ That upon entry of the Sex Offender's information, ~~including the signed Acknowledgement Form,~~ into the Mashantucket Pequot Sex Offender Registry, that information is ~~I~~Immediately forwarded to all other Jurisdictions in which the Sex Offender is required to register due to the Sex Offender's Residency, Employment, or Student status;

- (7) That all information is ~~immediately~~ Immediately entered forwarded to the State Police for entry and updated in NCIC and NSOR; and
- (8) That the text of each provision of law mentioned in Chapter 3, Section 2(q)(1)(A), below, shall be cross-linked to the Sex Offender Registry.

e. Retroactive Registration and Recapture. The Police Department shall have policies and procedures in place to ensure the following three (3) categories of Sex Offenders are subject to the registration and updating requirements of this Chapter:

- (1) Sex Offenders Imprisoned or under the supervision of the Tribe, whether for a registerable Sex Offense or other crime;
- (2) Sex Offenders already registered or subject to a pre-existing Sex Offender registration requirement under the Tribe's laws, and;
- (3) Sex Offenders reentering the justice system due to conviction for any crime.

f. Timing of Recapture. The Police Department shall ensure recapture of the Sex Offenders mentioned in Chapter 3, Section 1(e), above, within the following timeframe to be calculated from the date of passage of this Chapter:

- (1) For Tier-1 Sex Offenders, one (1) year;
- (2) For Tier-2 Sex Offenders, one hundred eighty (180) days;
- (3) For Tier-3 Sex Offenders, ninety (90) days.

g. Changes in Information/Keeping Registration Current.

- (1) Jurisdiction of Residency. All Sex Offenders who reside on Tribal Lands ~~and or who~~ are required to register in this Jurisdiction shall, within twenty-four (24) hours ~~of knowledge~~ of a change in Residency ~~any of the information required during registration~~, appear in person at the Police Department to update this information. ~~any changes to their name, Primary or Secondary Residence (including termination of Residency), Employment, or School attendance. All Sex Offenders required to register in this jurisdiction shall, within twenty-four (24) hours, inform the Police Department in person of any changes to their Temporary Lodging information, vehicle information, internet identifiers, email addresses, instant message addresses, and any other designations used in internet communications, postings, or telephone communications or numbers.~~ A registerable Sex Offender who ~~is~~ will be absent from his or her Residence or Temporary Lodging for seven (7) or more consecutive days shall provide to the Police Department, in-person and no later than seven (7) days before the scheduled domestic travel, or no later than twenty one (21) days before international travel, the following information:

- (A) Identifying information of where the Sex Offender will be Temporarily Lodging, including addresses and names, and;
- (B) The dates the Sex Offender will be staying at each temporary location, and the Police Department shall ~~immediately~~ Immediately notify the Jurisdiction in which the Sex Offender will be temporarily staying.

- (2) Jurisdiction of School Attendance. Any Sex Offender who is a Student in any capacity within Tribal Lands, regardless of location, that changes his/her School, or otherwise terminates his/her schooling shall, within twenty four (24) hours of the change, appear in-person at the Police Department to update that information. The Police Department shall ensure that each Jurisdiction in which the Sex Offender is required to register, or was required to register prior to the updated information being given, is ~~immediately~~ Immediately notified of the change.
- (3) Jurisdiction of Employment. Any Sex Offender who is an Employee within Tribal Lands, regardless of location, who changes or otherwise terminates his/her Employment shall, within twenty four (24) hours of the change, appear in-person at the Police Department to update that information. The Police Department shall ensure that each Jurisdiction in which the Sex Offender is required to register, or was required to register prior to the updated information being given, is immediately notified of the change.
- (4) Jurisdiction of Visitor. A Sex Offender ~~who is a Visitor must update his or her Temporary Lodging information with the Police Department within twenty-four (24) hours of the change. must register with the Police Department if the Sex Offender visits Tribal Lands for seven (7) consecutive days (168 hours) or more.~~
- (5) Duties of the Police Department. With regard to changes in a Sex Offender's registration information, the Police Department, shall ~~update the Public Website and~~ Immediately notify:
 - (A) All Jurisdictions where a Sex Offender intends to ~~Reside~~, work, or attend School.
 - (B) Any Jurisdiction where the Sex Offender is either registered or required to register.
 - (C) Specifically with respect to information relating to a Sex Offender's intent to commence Residence, School, or Employment outside of the United States, any Jurisdiction where the Sex Offender is either registered or required to register, and the U.S. Marshals Service. The Police Department shall also ensure this information is ~~immediately~~ Immediately provided to the Connecticut State Police for update in ~~to~~ NCIC or NSOR.
 - (D) ~~The jurisdiction in which the offender will be temporarily staying.~~

h. Failure to Appear or Register; Absconding.

1. Failure to Appear. In the event another Jurisdiction notifies the Police Department of a registered Sex Offender's proposed commencement of Residency, Employment, or School attendance on Tribal Lands, and that Sex Offender fails to register with the Tribe as required by this Title, the Police Department shall ~~immediately~~ Immediately inform the Jurisdiction that provided notification that the offender failed to appear for registration.
2. Failure to Register. In the event a Sex Offender, who is required to register due to his or her Residence, Employment, or School attendance, fails to do so or otherwise violates a registration requirement of this Chapter, the Police Department shall take all appropriate follow-up measures including those outlined below in Chapter 3, Section 1(h)(3).

The Police Department shall first make an effort to determine if the Sex Offender actually ~~resides~~, is an Employee or Student in Tribal Lands. In the event another Jurisdiction had notified the Police Department of the ~~Offender's~~ Residence, Employment, or School attendance on Tribal Lands, the Police Department shall ~~immediately~~ ~~Immediately~~ inform the Jurisdiction which provided notification to the Tribe that the Sex Offender failed to register with the Tribe.

(3) Absconded Sex Offender. If the Police Department receives information that a Sex Offender has absconded, the Police Department shall make an effort to determine if the Sex Offender has actually absconded.

(A) In the event no determination can be made, the Police Department or designee shall ensure the appropriate law enforcement agency is notified.

(B) If the information indicating the possible absconding came through notice from another Jurisdiction or federal authorities, the Police Department shall inform them that the Sex Offender failed to appear and register.

(C) If an absconded Sex Offender cannot be located, the Police Department shall take the following steps:

(i) Update the Sex Offender Registry and Public Website ~~immediately~~ to reflect the Sex Offender has absconded or is otherwise not capable of being located;

(ii) Notify the U.S. Marshals Service;

(iii) Seek a warrant for the Sex Offender's arrest ~~from the State of Connecticut~~. The U.S. Marshals Service or FBI may be contacted in an attempt to obtain a federal warrant for the Sex Offender's arrest, ~~if needed~~;

(iv) ~~Notify the State Police and request that they~~ Update the NCIC and NSOR to reflect the Sex Offender's status as an absconder, or is otherwise not capable of being located; and

(v) ~~Notify the State Police and request that they~~ Enter the Sex Offender into the National Crime Information Center Wanted Person File.

i. Frequency and Duration of In-Person Registration. A Sex Offender who is required to register shall, at a minimum, appear in-person at the Police Department for purposes of verification and keeping their registration current in accordance with the following time frames:

(1) Tier-1 Sex Offenders must register once every year for fifteen (15) years from either the time of release from custody if ~~is~~ Imprisoned for the registerable offense, or from the date of sentencing if not ~~is~~ Imprisoned for the registerable offense.

(2) Tier-2 Sex Offenders must register once every one hundred eighty (180) days for twenty-five (25) years from either the time of release from custody if ~~is~~ Imprisoned for the registerable offense, or from the date of sentencing if not ~~is~~ Imprisoned for the registerable offense.

(3) Tier-3 Sex Offenders must register once every ninety (90) days for the rest of their lives.

j. Requirements for In-Person Appearances. A Sex Offender who is required to appear ~~in-person~~ shall comply with the following:

- (1) Photographs. At each in-person verification, the Sex Offender shall permit the Police Department to take a photograph of the Sex Offender.
- (2) Review of Information. At each in-person verification, the Sex Offender shall review existing information for accuracy.
- (3) Notification. If any new information or change of information is obtained at an in-person verification, the Police Department shall ~~immediately~~ Immediately notify the State Police of the pertinent information for update in the NCIC and NSOR.

k. Address Verification; Homeless; ~~Transient~~. A Sex Offender who is required to register under this Title shall register at the local Jurisdiction in-person.

- (1) ~~. Homeless; Transient.~~ A Sex Offender who is Homeless ~~or Transient~~ shall verify his or her address (city, county, township, and street) daily with the Police Department, even if that address is a temporary abode at the home of a family member or friend or at a shelter or a bench on a specific street or a tent in a particular location or any such place where the Sex Offender frequents or stations himself or herself during the day or sleeps at night.

1. Mandatory Disclosure

- (1) Employees. A Sex Offender who works or volunteers for an Employer where the Employee will have direct contact with Minors shall notify the Employer of the Sex Offender's conviction at the time of application for Employment, or, at a minimum, upon commencing Employment. Such notification must be in writing to the Employer. ~~The Employer must notify potential Employees of this disclosure requirement upon application of the Employee, or prior to acceptance of the Employee's service, whichever comes first.~~ The Employer must ~~also~~ notify the Police Department of any acceptance of a Sex Offender as an Employee.
- (2) Disclosure regardless of Conviction Date. Any person required to register under this Title must disclose the information required by this Title regardless of the date of ~~e~~Conviction.
- ~~3. Disqualifications. Applicants who fail to meet standards of character outlined in 25 U.S.C. § 3207 and any regulations promulgated under it may not be employed by the Tribe or Employers.~~

38 M.P.T.L. ch.3 § 2

§ 2. Required Information

a. Criminal History. The Police Department shall obtain, and a registerable Sex Offender shall provide, the following information related to the Sex Offender's criminal history:

- (1) The date of all arrests;
- (2) The date and place of all convictions, ~~including adjudications or acquittals by reason of insanity;~~
- (3) The Sex Offender's status of parole, probation, or supervised release;

(4) The Sex Offender's registration status; and

(5) Any outstanding arrest warrants.

b. Date of Birth. The Police Department shall obtain, and a registerable Sex Offender shall provide, the following information related to the Sex Offender's date of birth:

(1) The Sex Offender's actual date of birth; and

(2) Any other date of birth used by the Sex Offender.

c. DNA Sample.

(1) DNA. If the Sex Offender's DNA is not already contained in the Combined DNA Index System (CODIS), the Sex Offender shall provide the Police Department a sample of his DNA.

(2) CODIS. Any DNA sample obtained from a Sex Offender shall be submitted to an appropriate lab for analysis and entry of the resulting DNA profile into CODIS.

d. Driver's Licenses, Identification Cards, Passports, and Immigration Documents.

(1) Driver's License. A Sex Offender shall provide all of the Sex Offender's valid driver's licenses issued by any jurisdiction. The Police Department shall obtain a photocopy of any such licenses.

(2) Identification Cards, Passports, and Immigration Documents. A Sex Offender shall provide any passports, immigration documents, and identification cards, including the Sex Offender's tribal enrollment card, issued by any jurisdiction. The Police Department shall make a photocopy of any such identification cards, passports, or immigration documents.

e. Employment Information. The Police Department shall obtain, and a Sex Offender shall provide, the following information related to the Sex Offender's Employment, to include any and all places where the Sex Offender is or will be employed in any means, including volunteer and unpaid positions:

(1) The name of the Sex Offender's Employer,

(2) The address of the Sex Offender's Employer, and

(3) Similar information related to any transient or day labor Employment.

f. Finger and Palm Prints. ~~If the Sex Offender's finger and palm prints have not been captured by another jurisdiction during the Sex Offender's initial registration, the~~ Police Department shall obtain, and a Sex Offender shall provide, both finger prints and palm prints of the Sex Offender in a digitized format. The Police Department shall ~~provide the fingerprint information submit the fingerprints~~ to the IAFIS and the palm prints to the FBI Next Generation Identification Program, or in accordance with 42 U.S.C. §16901 et seq.

g. Internet Identifiers / Internet Names. The Police Department shall obtain, and a Sex Offender shall provide, the following information related to the Sex Offender's internet-related activity:

(1) Any and all email addresses used by the Sex Offender;

- (2) Any and all Instant Message addresses and identifiers;
- (3) Any and all other designations or monikers used for self-identification in internet communications or postings; and
- (4) Any and all designations used by the Sex Offender for the purpose of routing or self-identification in internet communications or postings, including but not limited to social network identifications, twitter accounts, **Instagram**, **SnapChat**, and video posting site identifications such as YouTube.

h. Name. The Police Department shall obtain, and a Sex Offender shall provide, the following information related to the Sex Offender's name:

- (1) The Sex Offender's full primary given name;
- (2) Any and all nicknames, aliases, and pseudonyms regardless of the context in which it is used; and
- (3) Any and all ethnic or tribal names by which the Sex Offender is commonly known.

i. Phone Numbers. The Police Department shall obtain, and a Sex Offender shall provide, any and all telephone numbers and any other designations used by the Sex Offender for purposes of routing or self-identification in telephonic communication, including but not limited to:

- (1) Any and all land line telephone numbers,
- (2) Any and all cellular telephone numbers, and
- (3) Any and all Voice-Over IP (**VOIP**) telephone numbers.

j. Picture

- (1) Photograph. The Police Department shall obtain, and a registerable Sex Offender shall provide, a current photograph of the Sex Offender.
- (2) Update Requirements. Unless the appearance of a Sex Offender has not changed significantly, a digitized photograph shall be collected:
 - (A) every ninety (90) days for Tier-3 Sex Offenders,
 - (B) every one hundred eighty (180) days for Tier-2 Sex Offenders, and
 - (C) every year for Tier-1 Sex Offenders.
- (3) A Sex Offender who changes his or her appearance between the registration deadlines of Chapter 3, Section 2(j)(2) above shall, within 24 hours, appear in-person to the Police Department so as to provide a current and accurate photograph.

k. Physical Description. The Police Department shall obtain, and a Sex Offender shall provide, an accurate description of the Sex Offender as follows:

- (1) A physical description;
- (2) A general description of the Sex Offender's physical appearance or characteristics; and
- (3) Any identifying marks, such as, but not limited to, scars, moles, birthmarks, or tattoos.

l. Professional Licensing Information. The Police Department shall obtain, and a Sex Offender shall provide, all licensing of the Sex Offender that authorizes the Sex Offender to engage in an occupation or carry out a trade or business.

m. Residence Address. The Police Department shall obtain, and a Sex Offender shall provide, the following information related to the Sex Offender's Residence:

- (1) The address of each Residence at which the Sex Offender resides or will reside; and
- (2) Any location or description that identifies where the Sex Offender resides regardless of whether it pertains to a permanent Residence or location otherwise identifiable by a street or address, even if that address is a temporary abode, at the home of family members or friends, or at a shelter or a bench on a specific street or a tent in a particular location or any such place where the Sex Offender frequents or stations himself or herself during the day or sleeps at night.

n. School/~~School Location~~. The Police Department shall obtain, and a Sex Offender shall provide, the following information related to the Sex Offender's School:

- (1) The address of each School where the Sex Offender is or will be a Student or Employee; and
- (2) The name of each School the Sex Offender is or will be a Student or Employee.

o. Social Security Number. The Police Department shall obtain, and a Sex Offender shall provide, the following information:

- (1) A valid social security number for the Sex Offender; and
- (2) Any social security number the Sex Offender has used in the past, valid or otherwise.

p. Temporary Lodging Information. No later than three (3) days prior to a Sex Offender's travel, the Police Department shall obtain, and the Sex Offender shall provide in-person, the following information when the Sex Offender will be absent from his Residence for ~~three (3)~~seven (7) days or more:

- (1) Identifying information of the Temporary Lodging locations including addresses and names, and
- (2) The dates the Sex Offender will be staying at each Temporary Lodging location.

q. Offense Information.

- (1) The Police Department shall obtain, ~~and a Sex Offender shall provide:~~
 - (A) The text of each provision of law defining the criminal offense(s) for which the Sex Offender is registered, or a brief description of the offense for which the registration is required;
 - (B) Criminal offense history, including a copy of all Sex Offense judgments, criminal offense dates, gender of victims, and probation, parole or other release status and terms and contact information for the supervisory group;

(C) Documentation of any treatment received or any mental abnormality or personality disorder of the offender; and

(D) Any other information deemed necessary.

(2) The Police Department shall cross-link the text of each provision of law mentioned in Chapter 3, Section 2(q)(1)(A), above, to the Sex Offender Registry.

r. Vehicle Information. The Police Department or designee shall obtain, and a Sex Offender shall provide, the following information related to all vehicles owned, registered to, or operated by, the Sex Offender for work or personal use including land vehicles, aircraft, and watercraft:

(1) License plate numbers;

(2) Registration numbers or identifiers;

(3) General description of the vehicle(s) to include color, make, model, and year; and

(4) Any permanent or frequent location where any covered vehicle is kept.

s. International Travel.

(1) Travel Abroad. Sex Offenders must inform their Jurisdiction(s) of Residence if they intend to travel outside of the United States twenty one (21) days in advance of such travel, including:

(A) dates, times, and places of departure, arrival, and return (if applicable), including the name of the city or town that is the point of departure from each country;

(B) means of travel, whether by airplane, train, or marine vessel;

(C) itinerary details, including but not limited to:

(i) the names of ports, airports, or stations from which leaving, passing through, or arriving;

(ii) times of departure and arrival, and layover places and times; and

(iii) airline names, flight numbers, train names and numbers and/or marine vessel names or identification numbers, and the ports or stations from which they are scheduled to leave and/or arrive;

(D) country, number, and date of issuance of any Visa issued;

(E) purpose of travel, whether for business, tourism or other specified reason;

(F) if the travel is for longer than thirty (30) days, whether it is due to deportation, employment, military relocation, school, assisting a family member, or other specified reason; and

(G) address or other reported contact information for destination country, including:

(i) notifying agency and contact information;

- (ii) registering Jurisdiction (state, tribe, or territory) and contact information;
 - (iii) whether direct notice of the Sex Offender's intended travel has been given to INTERPOL-Washington or to any other federal law enforcement agency.
- (2) The Police Department will notify the U.S. Marshall's Service of the information gathered according to Chapter 3, ~~Section~~ 9(s)(1) and ~~immediately~~ Immediately:
- (A) notify any other Jurisdiction where the Sex Offender is either registered, or is required to register, of any updated information gained from Section 9(s)(1), above; and
 - (B) ~~forward the information to the State Police for entry into the update~~ forward the information to the State Police for entry into the update NCIC and NSOR.

CHAPTER 4. PUBLICATION AND COMMUNITY NOTIFICATIONS; PUBLIC WEBSITE

38 M.P.T.L. ch.4 § 1

§ 1. Publications & Community Notifications

a. Law Enforcement Notification. Whenever a Sex Offender registers or updates his or her information with the Tribe, the Police Department shall:

- (1) Monitor and utilize the SORNA Exchange Portal for inter-Jurisdictional change of Residence, Employment, or Student status;
- (2) Immediately ~~contact the State Police to~~ update NCIC and NSOR;
- (3) Immediately notify any agency, department, or program within the Tribe that is responsible for criminal investigation, prosecution, child welfare or Sex Offender supervision functions, including, but not limited to police, whether state, federal or tribal; tribal prosecutors; tribal probation, and tribal child protection services;
- (4) Immediately notify any and all other registration Jurisdictions where the Sex Offender is registered due to the Sex Offender's Residency, School attendance, or Employment;

~~5. Immediately notify any Jurisdiction which notified the Police Department of an area in which it is the Sex Offender's intent to reside, attend School, or commence Employment;~~

~~6~~(5) Immediately notify National Child Protection Act agencies, which includes any agency responsible for conducting Employment-related background checks under Section 3 of the National Child Protection Act of 1993 (42 U.S.C. § 5119a) when a Sex Offender registers or updates registration; and

~~(6)~~7 Immediately enter or update information posted on the Public Website.

b. Community Notification. The Police Department or its designee shall ensure there is an automated community notification process in place that ensures the following:

- (1) Upon a Sex Offender's registration or update of information with the Police Department, the Public Website is ~~immediately~~ Immediately updated; and
- (2) The Public Website has a function that enables the general public to request an e-mail notice when a Sex Offender commences Residence, Employment, or School attendance within Tribal Lands or within a certain zip code or radius. The Public Website system shall have a function that will automatically send an e-mail notice to the requester with the Sex Offender's identity upon any updates to the Public Website, such as the posting of new Residence, School, or Employment of a Sex Offender, so that the requester can access the Public Website for the new information.➤

c. Mandatory Publication & Notification. Immediately upon a Sex Offender's registering or updating his or her information, the Police Department shall disclose the Sex Offender's: name, address or location; most recent photograph, if available; date of photograph; place of Employment; address of School attended; vehicle description and license plate numbers; crime for which convicted; date and place of conviction; hair color; height; race; sex; age; and any other information deemed necessary for the protection of the public, to:

- (1) Each School, public housing agency, and community center in each area in which the Sex Offender ~~R~~esides, is an Employee, or is a Student;
- (2) Child Protective Services and any other social service agencies responsible for protecting Minors in the child welfare system, and any agency, department, or program within the Tribe that is responsible for criminal investigations, prosecution, child welfare or Sex Offender supervision functions, including but not limited to police, whether tribal, state or federal; tribal prosecutors; and tribal probation.

d. Volunteer and other organizations. Immediately upon a Sex Offender's registration or update of registration information, the Police Department shall notify the following organizations of the updated information in the Public Website:

- (1) Any volunteer organization in which contact with Minors or other vulnerable individuals might occur, and
- (2) Any organization, company, or individual who requests such notification pursuant to procedures established by the Police Department.

e. Public and Community Notifications. Individuals may obtain a list of registered Sex Offender from the Public Website, including name, aliases, addresses, most recent photograph, physical description, vehicle description and license plate numbers, and any other information required under Chapter 4, Section 2(b), below.

- (1) The Tribe may, at is discretion and only through approval of the Mashantucket Pequot Tribal Council, publish names and/or pictures of all registered Sex Offenders in local media other than the Public Website.
- (2) Records maintained pursuant to this Title shall be open to law enforcement agencies which shall be authorized to release relevant and necessary information regarding Sex Offenders to the public.

- (3) Information disclosed pursuant to this subsection (Chapter 4, Section 1(e)) shall not include information that would identify the victim.
- (4) Any release of information under this Section will be accompanied by the following:

WARNING

This information is made available for the purpose of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone. A person who uses Sex Offender Registry information to commit a criminal act against another person is subject to arrest and prosecution under 38 M.P.T.L. ch. 5 § 2.

38 M.P.T.L. ch.4 § 2

§ 2. Public Sex Offender Registry Website

a. Website.

- (1) Website. The Police Department shall use and maintain a public Sex Offender registry website which ~~website~~ will be called the Mashantucket Pequot Sex Offender Registry Public Website ("Public Website").
- (2) Links. The Public Website shall include links to Sex Offender safety and education resources.
- (3) Instructions. The Public Website shall include instructions on how a person can seek correction of information that the individual contends is erroneous.
- (4) Warnings. The Public Website shall include a warning that the information contained on the website should not be used to unlawfully injure, harass, or commit a crime against any individual named in the registry or residing or working at any reported addresses and that any such action could result in civil or criminal penalties.
- (5) Search Capabilities. The Public Website shall have the capability of conducting searches by (1) name; (2) county, city, and/or town; and (3) zip code and/or geographic radius.
- (6) Dru Sjodin National Sex Offender Public Website. The Tribe shall include in the design of its website all field search capabilities needed for full participation in the Dru Sjodin National Sex Offender Public Website and shall participate in that website as provided by the Attorney General of the United States.

b. Required Information. The following information shall be made available to the public on the Public Website:

- (1) Notice that a Sex Offender is in violation of his or her registration requirements or cannot be located if the Sex Offender has absconded;
- (2) All Sex Offenses for which the Sex Offender has been convicted;
- (3) The Sex Offense(s) for which the Sex Offender is currently registered;

- (4) The address of the Sex Offender's Employer(s);
- (5) The name of the Sex Offender including all aliases;
- (6) A current photograph of the Sex Offender;
- (7) A physical description of the Sex Offender;
- (8) The Residential address and, if relevant, a description of the Residence of the Sex Offender;
- (9) All addresses of Schools attended by the Sex Offender; and
- (10) The Sex Offender's vehicle license plate number along with a description of the vehicle.

c. Prohibited Information. The following information shall not be made available to the public on the Public Website:

- (1) Any arrest that did not result in conviction,
- (2) The Sex Offender's social security number,
- (3) Any travel and immigration documents,
- (4) The names of any Employers or Schools where the Sex Offender is working or attending,
- (5) The identity of the victim,
- (6) The Sex Offender's email addresses and other Internet identifiers (as defined in 42 U.S.C. § 16915a (2)), and
- (7) Any other information exempted from disclosure under 42 U.S.C. § 16915a (b).

d. Witness Protection. For Sex Offenders who are under a witness protection program, the Police Department may honor the request of the United States Marshals Service or other agency responsible for witness protection by not including the original identity of the Sex Offender on the Public Website.

CHAPTER 5. SAFETY ZONES; SANCTIONS

38 M.P.T.L. ch.5 § 1

§ 1. Safety Zones

The following safety zones shall apply to any Sex Offender whose victim was a Minor and to all Tier-3 Sex Offenders:

a. Prohibition Against Sex Offender Being Present on or Within a Certain Distance of School Building, School Property, or Playground.

- (1) Unless exempted under Chapter 5, Section 1(a) (2), (3), or (4) below, it is unlawful for any Tier-1 or Tier-2 Sex Offender whose victim was a Minor, and for any Tier-3 Sex Offender:
 - (A) To be present in any School building, on real property comprising any School, or in any vehicle owned, leased, or contracted by a

School to transport Students to or from School or a School-related activity when Minors are present in the building, on the grounds or in the vehicle; or

- (B) To loiter or work within one thousand (1000) feet of a School building or real property comprising any School or Playground.
- (2) A person required to register under this Title as a Tier-3 Sex Offender, or as a Tier-1 or Tier-2 Sex Offender whose victim was a Minor, who is a parent or guardian of a Student attending School and has registered as required under this Title, may be present, **but may not linger**, on School property if the parent or guardian is:
- (A) Attending a conference at the School with School Personnel to discuss the academic or social progress of the Sex Offender's child;
 - (B) Participating in child review conferences in which evaluation and placement decisions may be made with respect to the Sex Offender's child regarding special education services;
 - (C) Attending conferences to discuss other Student issues concerning the Sex Offender's child such as retention and promotion;
 - (D) Transporting the Sex Offender's child to and from School; or
 - (E) Present at the School because the presence of the Sex Offender had been requested by the principal or superintendent for any other reason relating to the welfare of the child.
- (3) **It shall be unlawful for an individual entering School property pursuant to (a)(2) of this Section, to enter the School through any entrance other than the main/front entrance.**
- (4) Subsection (a)(1) of this Section shall not apply to a Sex Offender who is legally enrolled in a particular School or is participating in a School-sponsored educational program located at a particular School when the Sex Offender is present at that School.
- (5) ~~4~~ Nothing in this Section shall be construed to infringe upon the constitutional or civil right of a Sex Offender to be present in a School building that is used as a polling place for the purpose of voting.

b. Prohibition of Offenders Residing Within One Thousand Feet of a School or Playground.

- (1) Any person who has been classified as a Tier-3 Sex Offender, and any other Sex Offender whose victim was a Minor, shall not reside within one thousand (1000) feet of any School or Playground which is in existence at the time the person begins to reside at the location.
- (2) If a Tier-3 Sex Offender or a Sex Offender whose victim was a Minor has already established a Residence, and a School or Playground is subsequently built or placed within one thousand (1000) feet of such person's Residence, then such person shall, prior to one week of the opening of such School or Playground, notify the Police Department and the Department of Public Safety where such School or Playground is located that he or she is now residing within **fifteen-hundred one thousand (1000)** feet of such School or Playground and shall provide

verifiable proof to the Department of Public Safety that he or she resided there prior to the opening of such School.

- (3) Restrictions and prohibitions in the above Subsections 1(b)(1) and (2) do not apply to a Sex Offender already residing within a School or Playground area safety zone prior to the enactment and effective date of this Title, or to a Sex Offender who is Imprisoned or is at a facility within a safety zone, or worked within the Student safety zone prior to the effective date of this Title, or to Sex Offenders who intermittently or sporadically enter a safety zone for the purposes of work. All Tier-3 Sex Offenders, and all Sex Offenders whose victims were Minors, who were convicted prior to enactment of this Title and are still living within a School or Playground safety zone may not initiate nor maintain contact with Minors in the safety zone.

38 M.P.T.L. ch.5 § 2

§ 2. Civil and Criminal Sanctions

a. Civil Penalty. Each violation of a provision of this Title by a Sex Offender who is not an Indian shall be considered a civil violation subject to enforcement by any means not prohibited by federal law, including but not limited to the issuance of fines, forfeitures, and civil contempt.

b. Criminal Penalties. Each violation of a provision of this Title by a Sex Offender who is an Indian shall be considered a crime and subject to a period of Imprisonment of up to 1 year and/or a fine of up to \$5,000.

c. Additional Criminal Sanctions.

- ~~(1) Failure to Register. Any person required to register under this Title who fails to register within the time specified under this Title shall be guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.~~
- ~~2. Providing false or misleading registration information. Any person required to register under this Title who knowingly provides false or misleading information required under Chapter 3, Section 2 shall be guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.~~
- ~~3. Failure to update registration information. Any person required to register under this Title who fails to update their registration information in violation of Chapter 3, Section 1(g) shall be guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.~~
- ~~4. Failure to appear for periodic registration. Any person required to appear for periodic in-person verification under Chapter 3, Section 1(h) who fails to comply with this Title shall be guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.~~
- ~~5. Violation of School safety zone. Any Sex Offender who violates Chapter 5, Section 1(a) is guilty of an offense punishable by up to one (1) year's Imprisonment and/or a \$5,000 fine.~~
- ~~6. Violation of Residency restrictions. Any Sex Offender who violates Chapter 5, Section 1(b) is guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.~~
- ~~7. Hindrance of Sex Offender Registration. A person is guilty of a criminal offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000 if the person:~~

- (A) knowingly harbors or knowingly attempts to harbor, or knowingly assists another person in harboring or attempting to harbor a Sex Offender who is in violation of this Title;
- (B) knowingly assists a Sex Offender in eluding a law enforcement agency that is seeking to find the Sex Offender to question the Sex Offender about, or to arrest the Sex Offender for, noncompliance with the requirements of this Title; or
- (C) provides information which the person knows to be false regarding a Sex Offender to a law enforcement agency.

~~(2)8~~ Misuse of Registration Information.

- (A) Any person, who willfully misuses or alters public record information relating to a Sex Offender or sexual predator, including information displayed by law enforcement agencies on websites, shall be guilty of an offense punishable by up to one (1) year's Imprisonment and/or a fine of up to \$5,000.
- (B) The sale or exchange of Sex Offender information for profit is prohibited. Any violation of this subsection ~~(B) of Chapter 5, Section 2(b)(8) [38 M.P.T.L. ch. 5 § 2(b)(8)(B)]~~ is an offense punishable up to one (1) year's Imprisonment and/or a \$5,000 fine.

~~(3)9~~ Repeat Offenders. Any second or subsequent violation under this Title occurring within the mandatory registration period shall be an offense punishable by up to one (1) year's Imprisonment and/or a \$5,000 fine.

CHAPTER 6. MISCELLANEOUS

38 M.P.T.L. ch.6 § 1

§ 1. Sovereign Immunity

~~No waiver of immunity.~~ Nothing in this Chapter shall be construed as a waiver of sovereign immunity for the Tribe, or its departments, agencies, Employees, or agents, from suit in tribal, state or federal court, or in any action before any tribal, state or federal agency or in any other forum or context.

38 M.P.T.L. ch.6 § 2

§ 2. Good Faith

Any person acting in good faith under this Law shall be immune from any civil liability arising out of such actions.

38 M.P.T.L. ch.6 § 3

§ 3. Savings Clause

If any court of competent jurisdiction finds that any section, subsection, or phrase of this Title violates the Constitution or laws of the Tribe or applicable federal laws, such stand-alone part will be deleted from this Title and, so long as the intent remains intact, the remainder of this Title will take full force and effect.

§ 34. Effective Date; Implementation.

This law shall become effective as of the date of passage by Mashantucket Pequot Tribal Council resolution approving and adopting the same. The Police Department shall have authority to and will draft Policies and Procedures to implement this Chapter, provided that any imposition of fees, fines, or penalties ~~are~~ is approved by the Mashantucket Pequot Tribal Council.

Historical and Statutory Notes

Derivation.

Effective May 31, 2012, TCR053112-02 of 09 repealed 2 M.P.T.L. ch. 8 and replaced with Title 38, Sex Offender Registration and Notification Law.

Amendments.

Effective September 24, 2015 TCR092415-17 of 23 amends 38 M.P.T.L. Sex Offender Notification and Registration Law to Clarify the Law and Meet the Substantial Implementation Requirements Under the Federal Sex Offender Registration and Notification Act, 42 United States Code §§ 16901 et seq.

Effective October 22, 2015 TCR102215-01 amends 38 M.P.T.L. Sex Offender Notification and Registration Law to Clarify the Law and Meet the Substantial Implementation Requirements Under the Federal Sex Offender Registration and Notification Act, 42 United States Code §§ 16901 et seq and Rescinds TCR092415-14 of 23

TCR022916-01 of 02 amends 40 M.P.T.L. ch. 1, § 3b and ch. 3, § 2c
Amendments to this law are indicated in red.

TITLE 40. ADMINISTRATIVE PROCEDURE ACT

CHAPTER 1. PURPOSE; APPLICABILITY; DEFINITIONS

40 M.P.T.L. ch. 1, § 3

§ 3. Definitions

For purposes of this Title:

b. "Agency" means each commission, committee as defined in Article VI of the Tribal Constitution, or regulatory official of the Mashantucket Pequot Tribal Nation authorized by Tribal Law or such other official as specifically granted authority by Tribal Council Resolution to determine Contested Matters. Agency does not include the Mashantucket Pequot Tribal Council, Mashantucket Pequot Elders Council, the Mashantucket Pequot Peacemakers, the Mashantucket Pequot Tribal Gaming Commission, the Mashantucket Pequot Tribal Court, the Mashantucket Pequot Police Department, the Mashantucket Pequot Workers Compensation Commissioner, Child Protective Services, decisions appealable under 15 M.P.T.L. and concerning a tribally-sponsored employee benefit plan, the TOSHA Commissioner, the Captive Insurance Commissioner, the Housing Committee with respect to Hearings held regarding evictions and foreclosures, the MERO with respect to Hearings held pursuant to Title 32 of the Mashantucket Pequot Tribal Law, Hearings held pursuant to a collective bargaining agreement, or a Board of Review as defined in Title 8 of the Mashantucket Pequot Tribal Law. **Notwithstanding the exclusion of the Mashantucket Pequot Police Department from the definition of Agency, final decisions of the Chief of Police under the Complaints Alleging Misconduct by Law Enforcement Agency Personnel Policy are subject to review in the Tribal Court pursuant to 40 M.P.T.L. ch.3.**

CHAPTER 3. JUDICIAL REVIEW

40 M.P.T.L. ch. 3, § 2

§ 2. Jurisdiction

c. An action pursuant to this Title shall be the Person's exclusive cause of action against the Tribe and the Agency, **unless otherwise authorized by Tribal Law.**

Historical & Statutory Notes

Derivation.

Effective May 29, 2015, TCR025914-03 enacted 40 M.P.T.L. The "Mashantucket Pequot Administrative Procedures Act".

Amendments.

Effective February 29, 2016, TCR022916-01 amended 40 M.P.T.L. Ch. 1, § 3b amending the definition of Agency to include the Mashantucket Pequot Police Department for decisions issued pursuant to the Mashantucket Pequot Tribal Police Department policy "Complaints Alleging Misconduct by Law Enforcement Agency Personnel". TCR022916-01 also amended 40 M.P.T.L. Ch. 3, §2c adding the language "unless otherwise authorized by Tribal Law".

TCR070915-02 of 08 amends 41 M.P.T.L. ch. 2 § 5(b)
Amendments to this law are indicated in red.

TITLE 41. VITAL STATISTICS

CHAPTER 2. BIRTH; MARRIAGE; DEATH CERTIFICATES

41 M.P.T.L. ch. 2 § 5

§ 5. Administrative

a. The Tribal Clerk's Office will send to the Commissioner of the State of Connecticut Department of Public Health an authenticated copy of each certificate of birth, marriage, and death received by the registrar for the calendar month preceding. Such notification shall occur on a schedule agreed upon by the Tribe and the state.

b. There shall be a \$~~5~~15 fee for each certified copy of a birth, marriage, or death certificate.

Historical and Statutory Notes

Derivation.

Effective August 14, 2014 this title 41, Vital Statics, was enacted via TCR081414-08 of 15.

Effective October 30, 2014, TCR103014-08 of 09 enacted 41 M.P.T.L Vital Statics Ch. 2 Birth, Marriage, and Death Certificates

Amendments.

Effective July 9, 2015, TCR070915-02 of 08 amends 41 M.P.T.L. ch. 2 § 5(b) to modify fees charged for certified copies of birth, marriage and death certificates issued by the Tribal Clerk's Office.

TCR111016-01 of 07 amends 44 M.P.T.L. Mashantucket Pequot Party Wall Law. Amendments to this law are indicated in red.

TITLE 44. MASHANTUCKET PEQUOT PARTY WALL LAW

~~CHAPTER 1. TITLE, FINDINGS, PURPOSE, DEFINITIONS~~

44 M.P.T.L. ch. 1 § 1

§ 1. Title; Authority

- a. This law shall be known as the "Mashantucket Pequot Party Wall Law".
- b. This Title is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the lawful governing body of the Mashantucket (Western) Pequot Tribe., ~~to~~ to

44 M.P.T.L. ch. 1 § 2

§ 2. Purpose

This law provides a framework for preventing or resolving disputes regarding usage and responsibilities in relation to common property.

44 M.P.T.L. ch. 1 § 3

§ 3. Definitions

- a. "Party Wall" is defined as a common wall within or a part of a residential building owned by two different parties. The common wall must be located on and along the common boundary between said parcels and incorporated into the structure owned by said parties and utilizing said Party Wall. The Party Wall will also include other common structures within or part of the residential building such as a shared roof or foundation, such that changes to the common structure will affect the other party's use of said structure.
- b. "Adjoining Party Wall Owner" is defined as the owner of a property including the structure sharing a Party Wall, as defined herein, with an adjoining owner (hereinafter "Owner").

44 M.P.T.L. ch. 1 § ~~3~~4

§ ~~3~~4. Rights and Obligations

- a. Each Owner has the right to utilize the Party Wall to support the Owner's structure which incorporates said Party Wall, including the utilization of such Party Wall for structural support, weatherproofing, sound protection, fire protection, and other uses commonly associated with the existence of such Party Wall as a structural element.
- b. Neither Owner shall have the right to alter, demolish, or in any way interfere with the Party Wall in a manner which would detract from the adjoining parties' use of the Party Wall for the purposes described in this Law.

§ 45. Repair or Replacement

a. In the event that either Owner determines that the Party Wall is in need of repair or replacement said Owner shall notify the other in writing of said fact. If the parties agree they shall jointly retain a licensed contractor and obtain necessary permits from the Tribal Land Use Commission or such other entity with jurisdiction at the time so that such repairs and replacements can be accomplished.

b. The costs of such work shall be borne equally by the parties who shall each pay their portion of the work as required to obtain a permit or to retain such contractor.

c. In the event that the damage has been caused by the neglect or intentional act of one of the Owners or their guests, invitees, tenants, agents, employees, or others in possession of their property then the costs of repair or replacement shall be the responsibility of such Owner.

d. If an Owner does not contribute their portion of the expenses for the agreed upon work, the other Owner can go forward with any necessary work and expend such sums as are necessary in which case the other Owner shall be obligated to pay the appropriate amount as incurred. In the event said amount is not paid the Owner who owes either half the amount expended or more, depending on the facts, shall be responsible to pay said sum plus interest accruing at the rate of one percent (1%) per month from the due date. In the event said sums are not paid then the Owner who is owed the funds shall be entitled to reasonable attorneys' fees, court costs, and all reasonable costs of collection in pursuing payment.

§ 56. Right to Enter the Premises

a. Each Owner, their contractors or representative of the Tribal Land Use Commission, shall have the right to enter onto the other Owner's property after reasonable notice, at least 48 hours in advance, for the purpose of inspecting, repairing, or replacing the common wall as necessary, but such entry shall not take place until the other Owner shall be given an opportunity, if feasible, to make the necessary arrangements to allow entry and permit such inspections and/or work.

§ 67. Dispute Resolution

a. In the event that the respective Owners are unable to reach an agreement relating to the condition of the Party Wall, the need to inspect, or the need for repair, replacement, or other work, either party shall have the right to have the issue determined by arbitration. Arbitration shall be commenced by either party demanding same in writing with a description of the party's position as to the issues accompanied by the designation of a contractor or other individual with construction experience to serve as the demanding party's arbitrator. The other party shall, within 20 days of mailing of the demand, have the right to either agree to the first party's position, agree that the contractor shall make such determination, or indicate that they do not agree and designate an experienced contractor or individual with construction experience to serve as such party's arbitrator. The two arbitrators shall then, within 20 days of appointment of the second arbitrator, choose a third party

who shall arrange with the two arbitrators, to inspect the property within 30 days and the three by majority vote make a written determination as to what steps, if any, are necessary including the allocation of expenses. Each party shall be responsible for the costs and fees of their designated arbitrator, and any costs and fees for the third party arbitrator shall be borne equally by the parties. The decision of the three arbitrators, the arbitration award, shall be final and binding upon the parties.

b. In the event the second Owner does not respond to the demand for arbitration or shall fail to appoint a party to serve as their arbitrator the first arbitrator shall make the determination of the issues and in making such determination, shall give both parties an opportunity to present their positions on the issue.

44 M.P.T.L. ch. 1 § 78

§ 78. Notices

a. Notices and demands under this Section shall be sufficient if hand delivered to the other, or mailed by registered or certified mail, to the other party at the last address which the party sending notice shall have knowledge of. Any time periods required under this Law shall commence upon the actual mailing of the notices and shall be effective if delivered or mailed as required by this Law irrespective of whether the other party shall actually receive them.

44 M.P.T.L. ch. 1 § 89

§ 89. Tribal Court

Any arbitration award rendered under this law may be confirmed by the Mashantucket Pequot Tribal Court and enforced pursuant to 10 M.P.T.L., the Arbitration Law. The Tribal Court shall look at this law rather than an agreement to arbitrate.

Historical and Statutory Notes

Derivation.

Effective July 14, 2016, TCR071416-02 of 02 enacted 44 M.P.T.L. Mashantucket Pequot Party Wall Law.

Amendments.

Effective November 10, 2016, TCR111016-01 of 07 amended 44 M.P.T.L. setting forth the purpose of the law and correcting typographical errors throughout.

TCR090816-08 of 09 enacted 45 M.P.T.L. Limited Liability Company law.
TCR102518-04 of 06 amended ch.1 § 6 and ch. 2 § 5(2) of 45 M.P.T.L. Limited Liability Company Law.
Amendments to this law are indicated in red.

TITLE 45. LIMITED LIABILITY COMPANY LAW

CHAPTER 1. GENERAL PROVISIONS

45 M.P.T.L. ch. 1 § 1

§ 1. Citation

This law shall be known and cited as the "Mashantucket Pequot Limited Liability Company Law."

45 M.P.T.L. ch. 1 § 2

§ 2. Purpose

This law permits the formation of Limited Liability Companies under Tribal Law and regulates such companies so as to promote growth and further the exercise of tribal sovereignty over the lands of the Tribe's Reservation.

45 M.P.T.L. ch. 1 § 3

§ 3. Sovereign Immunity

Nothing herein shall be construed as a waiver of the sovereign immunity of the Tribe. The Tribe does not consent to suit in any court, federal, tribal or state, and neither the adoption of this Law, nor the incorporation of any limited liability company by the Tribe under this Law, shall by itself be construed to be a waiver of the sovereign immunity of the Tribe or a consent to suit against the Tribe in any court. The Tribal Council may, in its discretion, issue a limited waiver of sovereign immunity to an entity or subsidiary of such entity formed by the Tribe under this law.

45 M.P.T.L. ch. 1 § 4

§ 4. Applicable Law

The companies organized and created under this Law shall be subject to this Law, and all other laws of this Tribe. By organizing and creating a company under this Law, the company and its owners shall be considered to have entered into a consensual relationship with the Tribe and agree to be subject to the full extent of the Tribe's legislative, regulatory, and adjudicatory jurisdiction.

§ 5. Tribal Clerk's Duties and Functions

a. The Tribal Clerk is charged with the administration and enforcement of this law.

b. Every certificate and other document or paper executed by the Tribal Clerk, in pursuance of any authority conferred upon the Tribal Clerk by this law, shall be sealed with the seal of the Tribe, and all copies of such papers as well as documents and other papers filed in accordance with the provisions of this law, when certified by the Tribal Clerk and authenticated by said seal, shall have the same force and effect as evidence as would the originals thereof in any action or proceeding in any court and before a public officer or official body.

c. The Tribal Clerk is authorized to promulgate, upon the review and approval of the Tribal Council, regulations to effectuate the policies and purposes of this law.

§ 6. Definitions

As used in this law, the following words and phrases shall have the following meanings:

a. "Articles of Organization" means the original Articles of Organization filed under this law and all amendments thereto or alterations and restatements thereof.

b. "Business" means every trade, occupation, or profession of every variety or type.

c. "Certificate of Compliance" means the document issued by the Office of Legal Counsel, or other office as designated by Tribal Council, upon an investigation and determination that the form and content of the documents to be filed with the Tribal Clerk complies with the requirements of this law.

d. "Court" means the Mashantucket Pequot Tribal Court.

e. "Distribution" means a direct or indirect transfer of money or other property or the incurrence of indebtedness by a Limited Liability Company to or for the benefit of its members or assignees of its members in respect of the members' membership interests.

f. "Foreign Limited Liability Company" means an unincorporated entity formed under the law of a jurisdiction other than this Tribe and denominated by that law as a limited liability company.

g. "Limited Liability Company" or "Company" means a Limited Liability Company organized under this law.

h. "Membership Interest" means a member's rights in the Limited Liability Company, including, but not limited to, any right to receive distributions of the Company's assets and any right to vote or participate.

i. "Operating Agreement" means any written agreement as to the conduct of the Business and affairs of a Limited Liability Company which is initially signed by and binding upon all of its members.

j. "Person" means any natural person, corporation, Limited Liability Company, other Business entity, or any government and its political subdivisions.

k. "Principal Place of Business" means the place where the Limited Liability Company directs, controls, and coordinates activities of the Company.

l. "Registered Agent" means a business or individual designated to receive service of process when a limited liability company organized under this Law is a party in a legal action.

m. "Registered Office" means the physical location where the Registered Agent of a LLC can receive legal papers for the company.

n. "Reservation" means the Mashantucket (Western) Pequot Reservation, as that term is defined in 25 U.S.C. § 1752(7) together with any lands held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.

o. "Successor Limited Liability Company" or "Successor Company" means the surviving Limited Liability Company existing pursuant to a merger of two or more Limited Liability Companies or other Business entities.

p. "Tribal Clerk" means the Tribal Clerk of the Tribe, or any staff within the office of the Tribal Clerk to whom responsibilities under this law have been delegated.

q. "Tribal Council" means the governing body of the Mashantucket Pequot Tribal Nation pursuant to Article VI of the Mashantucket Pequot Tribe's Constitution and By-Laws.

r. "Tribal" means related to the Mashantucket Pequot Tribal Nation.

s. "Tribal Entity(ies)" means any arm, agency, enterprise or organization that is wholly owned by the Tribe.

t. "Tribal law" means the Mashantucket Pequot Tribal Laws.

~~u.~~ "Tribe" means the Mashantucket Pequot Tribal Nation, ~~the Mashantucket Pequot Gaming Enterprise, and their subdivisions.~~

45 M.P.T.L. ch. 1 § 7

§ 7. Execution of Documents

Unless otherwise specified in this law, each certificate or report required by this law to be filed with the Tribal Clerk shall be executed in the following manner:

- (1) in the case of the initial Articles of Organization, one or more Persons organizing the Limited Liability Company shall sign the original Articles of Organization as organizers. The Articles of Organization shall state the names of the organizers beneath or opposite their signatures;

- (2) any document, other than the original Articles of Organization or an amendment thereto, required or permitted to be filed under this law shall be signed by at least one manager, or at least one member if the Limited Liability Company is managed by its members, subject to any restriction or requirement in the Operating Agreement or Articles of Organization; and
- (3) a Person may sign a document under this section as an authorized agent of a Limited Liability Company. If the authorization is pursuant to a power of attorney, the power of attorney must be filed with the Tribal Clerk.

45 M.P.T.L. ch. 1 § 8

§ 8. Filing of Documents

- a. All documents required or permitted to be filed under this law shall be filed with the Tribal Clerk in duplicate. The documents to be filed shall be executed as provided in §7, or be true copies made by photographic, xerographic, electronic, or other process that provides a true copy of a document that has been properly executed.
- b. Unless a Certificate of Compliance accompanies the documents to be filed, the Tribal Clerk shall not accept documents for filing under this law.
- c. Upon receipt of the Certificate of Compliance and accompanying documents and the filing fees established hereunder, the Tribal Clerk shall:
 - (1) place a stamp or seal on both copies indicating the time, day, month, and year of the filing, the name of the Tribal Clerk, the signature of the Tribal Clerk, and the Tribal Clerk's seal, or facsimiles of them;
 - (2) file one copy in the Tribal Clerk's office; and
 - (3) return a copy to the Person who filed it or as directed by the Person who filed it.

45 M.P.T.L. ch. 1 § 9

§ 9. Filing Fees

- a. The Tribal Clerk shall develop and publish a schedule of filing fees.
- b. The Tribal Clerk shall not file any articles, statements, certificates, reports, applications, notice or other papers relating to any Company organized under the provisions of this law until all fees have been paid or while the Company is in default in the payment of any fees, charges or sanctions. Nothing in this section shall prevent the filing, without the payment of such fees, charges and sanctions, of a written notice of resignation by a Registered Agent of a Company.
- c. No Company required to pay a fee, charge or sanction under this law shall maintain any civil action in the Court until all such fees, charges and sanctions have been paid in full.

45 M.P.T.L. ch. 1 § 10

§ 10. Certificate of Correction

a. If a document relating to a Limited Liability Company filed with the Tribal Clerk under this law was, at the time of filing, an inaccurate record of the action referred to in the document, or was defectively or erroneously executed, the document may be corrected by filing a certificate of correction with the Tribal Clerk.

b. The certificate shall be signed as provided by this law in the same manner as required for the document to be corrected.

c. The certificate shall set forth the name of the Company, the date the document to be corrected was filed with the Tribal Clerk, the provision in the document as it should have originally appeared, and, if the execution was defective, the proper execution.

d. The corrected document is effective in its corrected form as of its original filing date except as to a Person who relied upon the inaccurate portion of the document and was, as a result of the inaccurate portion of the document adversely affected by the correction.

45 M.P.T.L. ch. 1 § 11

§ 11. Tax Status of Limited Liability Companies

a. For purposes of taxation by the Tribe, if any, a Limited Liability Company transacting Business on the Reservation shall be classified in the same manner as it is classified for federal income tax purposes.

b. All LLCs organized under this law must register with the MPTN Office of Revenue and Taxation. The following information is required to register:

- (1) Name of the LLC;
- (2) Federal Tax ID;
- (3) Name and mailing address of the Registered Agent;
- (4) Name, email address, and phone number of contact person; and
- (5) Any other information required by the Office of Revenue and Taxation.

CHAPTER 2. ORGANIZATION OF LIMITED LIABILITY COMPANY

45 M.P.T.L. ch. 2 § 1

§ 1. Reservation of Name

a. The exclusive right to the use of a name may be reserved by:

- (1) A Person intending to organize a Limited Liability Company under this law and to adopt that name; or

- (2) A Limited Liability Company organized under this law intending to utilize the name as an assumed name or intending to change its name.

b. The reservation of a name is made by filing with the Tribal Clerk an application, executed by the applicant, specifying the name to be reserved and the name and address of the applicant.

- (1) If the Tribal Clerk finds that the name is available for use by a Limited Liability Company, the Tribal Clerk shall reserve the name for the exclusive use of the applicant for a period of one hundred twenty (120) days.
- (2) Having reserved a name, the same applicant may reserve the same name for successive 120-day periods, but not for more than three hundred sixty (360) days in total.
- (3) The right to the exclusive use of a reserved name may be transferred to another Person by filing with the Tribal Clerk a notice of the transfer, executed by the applicant for whom the name was reserved, specifying the name to be transferred and the name and address of the transferee.
- (4) The reservation of a specified name may be canceled by filing with the Tribal Clerk a notice of cancellation, executed by the applicant or transferee, specifying the name reservation to be canceled and the name and address of the applicant or transferee.

45 M.P.T.L. ch. 2 § 2

§ 2. Assumed Name

a. As used in this section, "assumed name" includes a trade name or a name other than the true name of a Limited Liability Company.

b. Upon complying with this section, a Limited Liability Company organized under this law may transact its Business under one or more assumed names.

c. Before transacting Business under an assumed name, the Limited Liability Company shall file a certificate with the Tribal Clerk in compliance with 9 M.P.T.L. ch. 3 §1. A separate certificate must be executed and filed for each assumed name that the Limited Liability Company proposes to use.

d. A Limited Liability Company may terminate an assumed name by executing and filing with the Tribal Clerk a statement setting forth:

- (1) The name of the Limited Liability Company and the Principal Place of Business; and
- (2) That it no longer intends to transact Business under the assumed name.

e. Notwithstanding compliance with the requirements of this section, the use of an assumed name may be revoked by the Tribal Clerk or enjoined by a Person adversely affected by such use if the assumed name is deceptively similar to a name in which a Person has prior rights to that name.

§ 3. Name - Requirements

a. The name of each Limited Liability Company as set forth in the Articles of Organization:

- (1) unless the Tribe organizes the Limited Liability Company, shall not contain the words "Mashantucket Pequot Tribal Nation", "MPTN", or "Foxwoods", nor in any way imply that it is associated with the Tribe, its government or that it is an entity of the Tribe, or words or any abbreviation with a similar meaning in any other language;
- (2) shall contain the words "Limited Liability Company," or the abbreviation "L.L.C." or "LLC" unless filing an assumed name under §2; and
- (3) shall not contain the words "association," "corporation," "incorporated," "limited partnership," "limited," "L.P.," "Ltd.," or language or words or any abbreviation with a similar meaning in any other language except as part of the phrase Limited Liability Company.

b. The name of a Limited Liability Company must be distinguishable upon the records of the Tribal Clerk from:

- (1) the name of any other Limited Liability Company, partnership, or corporation formed or authorized to transact Business on the Reservation; or
- (2) the Tribe or any of its entities unless the Tribe is organizing the Limited Liability Company or has authorized the use of such name in accordance with the terms of this law.

c. The name of a Limited Liability Company may be the same or substantially similar if the registered owner or holder of the mark or name is the same Person or entity as the Limited Liability Company seeking to use the same or similar name and files proof of ownership with the Tribal Clerk.

d. The Tribal Clerk shall determine whether a name or assumed name is deceptively similar to another name or assumed name and make the final determination regarding the availability of any name for filing. Without limiting the foregoing, the Tribal Clerk, in its sole discretion, may refuse to file a name or assumed name that:

- (1) Consists of or comprises language that is obscene, contemptuous, profane or prejudicial;
- (2) Inappropriately promotes abusive or unlawful activity; or
- (3) Falsely suggests an association with the Tribe or any entity of the Tribe, unless the Tribe organized the Limited Liability Company or has authorized by the Tribe in accordance with the terms of this law.

§ 4. Limited Liability Company Name - Limited Rights

Filing Articles of Organization under, reserving, or registering a Limited Liability Company name with the Tribal Clerk does not:

- a. limit the law governing unfair competition or unfair trade practices;

b. limit the common law, the principles of equity, or the laws of the Tribe or of the United States with respect to the right to acquire and protect names and trademarks; or,

c. create an exclusive right in geographic or generic terms contained within a name.

45 M.P.T.L. ch. 2 § 5

§ 5. Formation

a. The Tribe hereby authorizes the formation of Limited Liability Companies under this law provided that the Limited Liability Company has:

- (1) its Principal Place of Business or Registered Office on the Reservation; and
- (2) majority ownership and control by the Tribe, **one or more wholly owned Tribal Entities**, one or more enrolled members of the Tribe, or any combination of the foregoing.
- (3) For purposes of this provision, "control" means holding a majority of all voting interests of each class of Membership Interest entitled to vote separately from other classes, and an entitlement to at least 51% of any Distribution.

b. One or more Persons may form a Limited Liability Company under this law by delivering to the Tribal Clerk the Articles of Organization for the Limited Liability Company.

c. A Limited Liability Company shall, at formation and at all times, have at least one (1) member. At least one Person filing the Articles of Organization must be a member of the Limited Liability Company at the time of formation or any time thereafter.

45 M.P.T.L. ch. 2 § 6

§ 6. Registered Agent

a. Each Limited Liability Company shall continuously have and maintain a Registered Agent.

b. The Registered Agent shall be a Person residing or having an office on the Reservation.

- (1) The Limited Liability Company may appoint, in writing, the Tribal Clerk as the Registered Agent for the purpose of accepting service of process in any action, suit, or proceeding that may arise under this law.
- (2) Within three (3) business days after service of process upon the Tribal Clerk, the Tribal Clerk shall transmit, by certified mail, copies of all lawful process accepted by the Tribal Clerk as the Registered Agent to the Limited Liability Company's last known address. Service of process shall be considered complete three (3) business days after the Tribal Clerk deposits copies of the documents in the U.S. mail.

c. The mailing address for a Registered Agent may be a U.S. Postal Service box in Mashantucket, Connecticut.

d. Designation as a Registered Agent, or successor Registered Agent, is not effective until a signed, written statement accepting such appointment is delivered to the Tribal Clerk.

e. A Limited Liability Company authorized to transact Business under this law may change its Principal Place of Business, Registered Office, or Registered Agent, or both, upon filing, with the Tribal Clerk, an executed statement setting forth:

- (1) The name of the Limited Liability Company;
- (2) The address of its then Principal Place of Business and Registered Office, if different, and the new address, if it is to change;
- (3) The name of its then Registered Agent and the name of the successor, if the Registered Agent is to change; and
- (4) A statement that the change was authorized in accordance with the Articles of Organization or an Operating Agreement, or, if not provided for in the Articles of Organization or an Operating Agreement, by affirmative vote of a majority of the members or managers.

f. A Registered Agent may resign by filing a certificate with the Tribal Clerk. The certificate must include:

- (1) A statement of resignation;
- (2) The name of the Limited Liability Company;
- (3) An attached affidavit stating that on or about the date of the filing of certificate or resignation, notices were sent by certified or registered mail to a manager or, if there is no manager, to the member(s) of each affected Limited Liability Company from which the Registered Agent is resigning at the address of the manager or member(s), as shown on the most recent annual report of a Limited Liability Company.

A resignation takes effect under this section upon filing a certificate with the Tribal Clerk.

g. After receipt of the notice of the resignation of its Registered Agent, a Limited Liability Company shall file a certificate of amendment designating a new Registered Agent within ninety (90) days of the filing of the notice of the former Registered Agent's resignation. Until a Limited Liability Company duly files a certificate appointing a new Registered Agent, legal process against that Limited Liability Company may be served upon the Tribal Clerk.

45 M.P.T.L. ch. 2 § 7

§ 7. Nature of Business Permitted; Powers.

a. Except as otherwise provided by Tribal law, including the Tribal Zoning Regulation (4 L.U.R., www.mptnlaw.com), a Limited Liability Company may be organized and formed to conduct or promote any lawful Business or purpose. If the purpose for which a Limited Liability Company is formed subjects the Company to other provisions of Tribal law, the Limited Liability Company shall comply with such provisions.

b. Each Limited Liability Company organized and existing under this law may exercise the powers and privileges granted by this law, or by any other applicable law, together with any powers and privileges incidental thereto or necessary or convenient to effect any or all of the purposes for which the Company is organized, including, without limitation, the power to:

- (1) purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in or with real or personal property or an interest in real or personal property, wherever situated, provided that the Limited Liability Company shall be without authority to sell, mortgage, or assign personal or real property that is owned by the Tribe or real property that is held in trust by the United States for the benefit of the Tribe;
- (2) sell, convey, mortgage, pledge, create a security interest in, lease, exchange or transfer, or otherwise dispose of all or any part of its property or assets, provided that the Limited Liability Company shall be without authority to sell, mortgage, or assign personal or real property that is owned by the Tribe or real property that is held in trust by the United States for the benefit of the Tribe;
- (3) purchase, take, receive, subscribe or, invest in, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, otherwise dispose of, or otherwise use or deal in or with:
 - (A) shares or other interests in or obligations of other limited liability companies, corporations, associations, general or limited partnerships, or individuals; or
 - (B) direct or indirect obligations of the United States, any other Indian tribe, or any state, territory, governmental district, or municipality or of any instrumentality of them;
- (4) make contracts or guarantees or incur liabilities, borrow money at such rates of interest as the Limited Liability Company may determine, issue its notes, bonds, or other obligations, or secure any of its obligations by mortgage or pledge of all, or any part, of its property, franchises, and income, provided that the Limited Liability Company shall be without authority to mortgage or pledge any personal or real property that is owned by the Tribe or real property held in trust by the United States for the benefit of the Tribe;
- (5) invest or reinvest its funds, or take and hold real or personal property as security for the payment of funds so invested;
- (6) conduct its Business and maintain offices and exercise the powers granted by this law within or outside the Reservation, provided the Limited Liability Company's Principal Place of Business or Registered Office is on the Reservation;
- (7) elect or appoint managers and agents of the Limited Liability Company, define their duties, and fix their compensation;
- (8) make, execute, amend and restate an Operating Agreement, consistent with its Articles of Organization and with Tribal law, for the administration and regulation of its affairs;
- (9) bring a suit in the Limited Liability Company's name;

- (10) defend against suits brought against the Limited Liability Company;
- (11) subject to such standards and restrictions, if any, set forth in this law or in its Operating Agreement, indemnify a member or manager or any other Person against expenses actually and reasonably incurred by the member or manager in connection with the defense of an action, suit, or proceeding, whether civil or criminal, in which the member or manager is made a party;
- (12) cease its activities and surrender its Articles of Organization;
- (13) transact any lawful Businesses, subject, in all cases, to Tribal law;
- (14) pay pensions and establish pension plans, profit-sharing plans, and other incentive plans for any or all of its managers and employees;
- (15) be a promoter, incorporator, general partner, limited partner, member, associate, or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other enterprise; and,
- (16) exercise any other lawful power or privilege necessary or convenient for the conduct of its Business.

45 M.P.T.L. ch. 2 § 8

§ 8. Articles of Organization

In order to form a Limited Liability Company under this law, Articles of Organization must be filed with the Tribal Clerk. The Articles of Organization of a Limited Liability Company shall set forth:

- a. the name of the Limited Liability Company;
- b. the period of its duration, which shall not exceed ninety-nine (99) years from the date of filing with the Tribal Clerk;
- c. the physical and mailing address(es) of its Principal Place of Business and Registered Office, if different;
- d. the name and signature of its initial Registered Agent at that address;
- e. if the Limited Liability Company is to be managed by a manager or managers, the number of managers permitted, and if the initial managers have been selected, the names and residence or mailing address of each manager;
- f. if the management of a Limited Liability Company is reserved to the members, the names and street addresses of each member; and
- g. any other provision, not inconsistent with Tribal law, that the members choose to include in the Articles of Organization for the regulation of the internal affairs of the Limited Liability Company.

§ 9. Amendments to Articles

a. The Articles of Organization of a Limited Liability Company shall be amended by filing Articles of Amendment with the Tribal Clerk. The Articles of Amendment must set forth:

- (1) The name of the Limited Liability Company; and
- (2) The amendment or amendments to the Articles.

b. Except as otherwise provided in the Articles of Organization, Articles of Organization may be amended at any time for any other purpose by a majority of the members. Each Limited Liability Company shall file, with the Tribal Clerk, the Articles of Amendment within thirty (30) days after the adoption of the amendment.

c. No later than sixty (60) days after the following event or events occur, an Articles of Amendment reflecting the event or events must be filed by a manager or, if there is no manager, by a member:

- (1) A change in the physical or mailing address(es) of the Principal Place of Business or Registered Office, if different;
- (2) A change in whether the management of the Limited Liability Company is vested in managers or members; or
- (3) A manager or, if there is no manger, a member becomes aware that the Articles of Organization contain a false or erroneous statement.

d. If, after the dissolution of a Limited Liability Company but before the filing of a certificate of dissolution as provided in in this law, a Person, other than an individual shown on the Articles of Organization as a manager, is winding up the Limited Liability Company's affairs, then the Articles of Organization must be amended to set forth the name, the Business, and residence or mailing address of each Person winding up the Limited Liability Company's affairs.

e. A Limited Liability Company may, at any time, file a restatement of its Articles of Organization that integrates, into a single document, the original Articles of Organization with all amendments previously adopted and if authorized, further amendments. The restated Articles of Organization, either in the heading or in an introductory paragraph must set forth:

- (1) That it is a restatement;
- (2) The Limited Liability Company's present name;
- (3) If the name has been changed, the original Company name under which it was originally filed; and
- (4) The date of filing of the initial Articles of Organization.

f. Restated Articles of Organization must be executed and filed in the manner provided for any other amendment to the Articles of Organization. Upon filing of the restated Articles of Organization with the Tribal Clerk, the restatement,

including further amendments made as a result of the restatement, constitutes the Articles of Organization of the Limited Liability Company.

45 M.P.T.L. ch. 2 § 10

§ 10. Conflict between the Operating Agreement and Articles of Organization

If there is a conflict between the Articles of Organization and an Operating Agreement of a Limited Liability Company, the Articles of Organization shall control.

45 M.P.T.L. ch. 2 § 11

§ 11. Effect of Filing and Pre-filing Activities

a. Upon the placement of the Tribal Clerk's stamp or seal on the Articles of Organization, the Limited Liability Company shall be considered organized as a separate legal entity whose existence as such continues until a Certificate or Decree of Dissolution of the Limited Liability Company's Articles of Organization is filed with the Tribal Clerk.

b. The filing of the Articles of Organization and affixation of the Tribal Clerk's seal shall be conclusive evidence that all conditions precedent required to be performed by the members have been complied with and that the Limited Liability Company has been legally organized under this law.

c. A Limited Liability Company may not transact Business or incur indebtedness, except that which is incidental to its organization or to obtaining subscriptions for or payment of contributions, until the Articles of Organization have been filed with the Tribal Clerk. Persons engaged in pre-filing activities other than those authorized by this section shall be jointly and severally liable for any debts or liabilities incurred in the course of those activities.

45 M.P.T.L. ch. 2 § 12

§ 12. Records

a. Each Limited Liability Company shall keep at its Principal Place of Business or Registered Office, if different, the following:

- (1) a current list, in alphabetical order, of the first and last name and last known residential street address of each member;
- (2) a copy of the stamped Articles of Organization and all amendments;
- (3) copies of the Limited Liability Company's federal and tribal income tax returns and reports, if any, for the three (3) most recent years;
- (4) copies of any financial statements of the Limited Liability Company, if any, for the three (3) most recent years;
- (5) a copy of the Limited Liability Company's Operating Agreement, if any; and

- (6) unless otherwise set forth in the Articles of Organization or the Operating Agreement, a written statement signed by each member setting forth:
- (A) the amount of cash and a description and statement of the agreed value of the other property or services contributed and agreed to be contributed by each member;
 - (B) the times at which, or events on the happening of which, any additional contributions agreed to be made by each member are to be made;
 - (C) any right of a member to receive distributions which include a return of any of the member's contributions;
 - (E) the members' relative voting rights; and
 - (D) any event upon the happening of which the Limited Liability Company is to be dissolved and its affairs wound up.

b. Records kept under this section are subject to inspection and copying during ordinary Business hours by members for a proper purpose and subject to such reasonable confidentiality requirements as the Limited Liability Company may require, all at the expense of the requesting member. The purpose must be stated with reasonable particularity, and the records must be directly related to the purpose.

CHAPTER 3. ADMISSION OF MEMBER; MEMBERSHIP INTERESTS

45 M.P.T.L. ch. 3 § 1

§ 1. Admission of Member

a. Provided that the admission of a member does not reduce the majority ownership and control by the Tribe, **one or more Tribal Entities**, one or more enrolled members of the Tribe, or any combination of the foregoing, additional members may be admitted after the filing of a limited liability company's original Articles of Organization:

- (1) As provided in the Operating Agreement; or
- (2) If the operating agreement does not provide for the admission of additional members, with the written consent of all members.

b. A Person becomes a member in a Limited Liability Company organized under this law on the later of:

- (1) The date a Limited Liability Company is formed and registered with the Tribal Clerk in accordance with the terms hereof; or
- (2) The time provided in the Operating Agreement or Articles of Organization or, if no such time is provided in the Operating Agreement or Articles of Organization, when the Person's admission to membership is recorded in the records of a Limited Liability Company.

c. Unless otherwise provided by Tribal law or in an Operating Agreement, a Person that is a member or manager, or both, of a Limited Liability Company is not liable for the acts, debts, or obligations of the Limited Liability Company.

45 M.P.T.L. ch. 3 § 2

§ 2. Nature of Membership Interest

A membership interest in a Limited Liability Company is personal property.

45 M.P.T.L. ch. 3 § 3

§ 3. Assignment of Membership Interest

a. Except as otherwise provided in an Operating Agreement or Articles of Organization or as may be limited by this law:

- (1) A Membership Interest is assignable in whole or in part, provided the assignment does not reduce the majority ownership and control by the Tribe, **one or more Tribal Entities**, one or more enrolled members of the Tribe, or any combination of the foregoing;
- (2) An assignment entitles the assignee to share in profits and losses, to receive distributions and allocations of income, gain, loss, deduction or credit or similar item to which the assignor was entitled to the extent assigned;
- (3) An assignment of a Membership Interest does not, in and of itself, dissolve a Limited Liability Company or entitle the assignee to participate in the management and affairs of a Limited Liability Company, or to become or exercise any rights of a member;
- (4) Until the assignee of a Limited Liability Company interest becomes a member, the assignor continues to be a member and to have the power to exercise any rights of a member;
- (5) Until an assignee of a Membership Interest becomes a member, the assignee has no liability as a member solely as a result of the assignment; and
- (6) The assignor of a Membership Interest is not released from liability as a member solely as a result of the assignment.

b. An Operating Agreement or Articles of Organization may provide that a member's interest in a Limited Liability Company may be evidenced by a Certificate of Membership Interest issued by a Limited Liability Company and may also provide for the assignment or transfer of a Membership Interest represented by such a certificate and make other provisions with respect to the certificates.

c. Unless otherwise provided in an Operating Agreement or Articles of Organization, the pledging of or granting of a security interest, lien or other encumbrance in or against any or all of the Membership Interest of a member is not an assignment and does not cause the member to cease to be a member or to cease to have the power to exercise the rights or powers of a member.

d. **Nothing in this title shall limit the ability of:**

- (1) **the Tribe to assign its Membership Interest, in whole or part, to a Tribal Entity;**
- (2) **a Tribal Entity to assign its Membership Interest, in whole or part, to the Tribe or another Tribal Entity; or**

- (3) an enrolled member of the Tribe to assign their Membership Interest, in whole or part, to the Tribe, a Tribal Entity or another enrolled member of the Tribe.

45 M.P.T.L. ch. 3 § 7

§ 4. Right of Judgment Creditor

On application to the Court by a judgment creditor of a member, the Court may charge the Membership Interest of the member with payment of the unsatisfied amount of judgment with interest. To the extent so charged, the judgment creditor has only the rights of an assignee of the Membership Interest. This law does not deprive a member of the benefit of any exemption laws applicable to that member's Membership Interest.

45 M.P.T.L. ch. 3 § 5

§ 5. Right of Assignee to Become a Member

a. Provided that the assignment of a member's interest does not reduce the majority ownership and control by the Tribe, one or more Tribal Entities, one or more enrolled members of the Tribe, or any combination of the foregoing, the assignee of a member's interest may become a member if:

(1) The Operating Agreement or Articles of Organization so provide; or

(2) All other members and the assignee consent.

b. An assignee who becomes a member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a member under the Articles of Organization, any Operating Agreement and this law. An assignee who becomes a member also is liable for any obligations of the assignor to make contributions and to return distributions required by this law. The assignee is not obligated for liabilities of which the assignee had no knowledge of at the time the assignee became a member and that could not be ascertained from an Operating Agreement or the Articles of Organization.

c. Except as otherwise provided in the Operating Agreement or Articles of Organization, a member who assigns that member's entire interest in a Limited Liability Company ceases to become a member or to have the power to exercise any rights of a member when an assignee of that member's interest becomes a member with respect to the assigned interest in accordance with the terms hereof.

45 M.P.T.L. ch. 3 § 6

§ 6. Powers of Estate of a Deceased or Incompetent Member

If a member who is an individual dies or the Court adjudges the member to be incompetent to manage the member's person or property, the member's executor, administrator, guardian, conservator or other legal representative has all of the rights of an assignee of the member's interest.

45 M.P.T.L. ch. 3 § 7

§ 7. Withdrawal of Member

a. The members may provide in the Operating Agreement or Articles of Organization for the expulsion of a member or for other events the occurrence of which result in a Person ceasing to be a member of a Limited Liability Company.

b. A member may withdraw from a Limited Liability Company only as provided in an Operating Agreement. A member withdrawing pursuant to an Operating Agreement may become entitled to a withdrawal distribution as described in in this law.

45 M.P.T.L. ch. 3 § 8

§ 8. Statement of Withdrawal

A member who has withdrawn, or the Limited Liability Company, may file a statement of withdrawal with the Tribal Clerk stating the name of the Limited Liability Company and that the member has withdrawn from the Limited Liability Company.

CHAPTER 4. MANAGEMENT BY MEMBERS OR MANAGERS

45 M.P.T.L. ch. 4 § 1

§ 1. Duties of Managers and Members

a. The managers and members of a Limited Liability Company shall exercise their powers and discharge their duties in good faith and in a manner that managers or members reasonably believe to be in the best interests of the Limited Liability Company.

b. In discharging their duties, managers and members may rely on information, opinions, reports, or statements, including, but not limited to, financial systems or other financial data, if prepared or presented by any of the following:

- (1) one or more members or employees of the Limited Liability Company whom they reasonably believe to be reliable and competent in the matter presented;
- (2) legal counsel, public accountants, or other Persons retained by the Limited Liability Company as to matters involving skills or expertise which they reasonably believe are within the particular personal professional or expert competence; or
- (3) a committee of managers or members of which they are not a member if they reasonably believe the committee merits confidence.

c. The managers or members are not entitled to rely on the information, opinions, reports, or statements described in (b) if the manager or member has knowledge concerning the matter in question that makes reliance otherwise permitted by (b) unwarranted.

d. A manager or member may not be held personally liable for an action taken or the failure to take an action by a manager or member if they perform their duties in compliance with the Operating Agreement or this section.

e. Every member and manager must account to the Limited Liability Company and hold as trustee for it any profit or benefit derived by that person, without the consent of more than one-half by number of the disinterested managers or the majority in interest of the disinterested members, from:

- (1) any transaction connected with the conduct or winding up of the Limited Liability Company; or,

- (2) any use by the member or manager of its property, including, but not limited to, confidential or proprietary information of the Limited Liability Company or other matters entrusted to the person as a result of his status as a member or manager.

f. An action against a manager or member for failure to perform the duties imposed by this law shall be commenced within three (3) years after the cause of action has accrued or within two (2) years after the cause of action is discovered or should reasonably have been discovered by the complainant, whichever comes first.

g. The provisions of this section may not be modified or waived in an Operating Agreement, the Articles of Organization or otherwise.

45 M.P.T.L. ch. 4 § 2

§ 2. Management; Classes; Voting

a. Unless the Articles of Organization provide that management of a Limited Liability Company vests in a manager or managers, management of the Business of that Limited Liability Company is vested in the members. Subject to provisions in the Operating Agreement or this law restricting or enlarging the management rights and duties of a person or group or class of persons, the members have the right and authority to manage the affairs of a Limited Liability Company and to make all decisions with respect to that Limited Liability Company.

b. An Operating Agreement or the Articles of Organization may provide for classes or groups of members having such relative rights, powers and duties as the Operating Agreement or the Articles of Organization may provide, and may make provision for the future creation of additional classes or groups of members having such relative rights, powers and duties as may from time to time be established including rights and duties senior to existing classes and groups of members. An Operating Agreement or Articles of Organization may provide for the taking of an action, including the amendment of the Operating Agreement or Articles of Organization, without the vote or approval of any member or class or group of members, including an action to create, under the provisions of the Operating Agreement or Articles of Organization, a class or group of Limited Liability Company interests that was not previously outstanding.

c. An Operating Agreement or Articles of Organization may grant to all or certain identified members or a specified class or group of the members the right to vote separately or with all or any class or group of the members on any matter, or to provide that any member or group of members shall have no voting rights. Unless otherwise provided in the Operating Agreement or the Articles of Organization, voting by members is on a per capita basis.

d. An Operating Agreement or Articles of Organization that grants a right to vote may set forth provisions relating to notice of the time, place or purpose of any meeting at which any matter is to be voted on by any members, waiver of this notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in-person or by proxy, or any other matter with respect to the exercise of any right to vote.

e. Except as provided in the Operating Agreement, the Articles of Organization, or this law, and subject to subsection (1), the affirmative vote, approval or consent of more than one-half of the total voting interests of the members entitled to vote, if management of a Limited Liability Company is vested in the

members, is required to decide any matter connected with the Limited Liability Company's Business.

f. A membership interest held by two (2) or more Persons, whether as fiduciaries, members of a partnership, tenants in common, joint tenants, tenants by the entirety, or otherwise, is considered as held by one (1) member for voting under this section.

g. If the Articles of Organization provide that management of a Limited Liability Company vests in one or more managers, then these managers have the power to manage the Business and affairs of that Limited Liability Company as is provided in the Operating Agreement or the Articles of Organization. Unless otherwise provided in an Operating Agreement or the Articles of Organization, these managers:

- (1) Must be designated, appointed, elected, removed or replaced by a vote, approval or consent of a majority of the total voting interests of the members entitled to vote;
- (2) Need not be members of that Limited Liability Company; and
- (3) Unless they have been earlier removed or have earlier resigned, shall hold office until their successors have been elected and qualified.

h. Except as provided in the Operating Agreement, the Articles of Organization or this law, if management of the Limited Liability Company is delegated to managers and the Limited Liability Company has more than one (1) manager, each manager has one (1) vote and the vote of the majority of all managers is required to decide or resolve any difference on any matter connected with carrying on the Business of the Limited Liability Company that is within the scope of the manager's authority.

i. Except as provided in the Operating Agreement or the Articles of Organization, the affirmative vote, approval or consent of all members is required to authorize a manager, member or other Person to act on behalf of the Limited Liability Company in a manner that contravenes an Operating Agreement.

45 M.P.T.L. ch. 4 § 3

§ 3. Agency Power of Members and Managers

a. Except as provided in subsection (b), each member is an agent of a Limited Liability Company for the purpose of its Business, and the acts of a member, including, but not limited to, the execution in the name of a Limited Liability Company of an instrument for carrying on the Business of that the Limited Liability Company of which that Person is a member, binds a Limited Liability Company, unless the acting member has no authority to act for the Limited Liability Company in a particular matter, and the Person with whom that member is dealing has knowledge of the fact that the member has no such authority.

b. If the Articles of Organization provide that management of a Limited Liability Company is vested in a manager or managers then:

- (1) A member, acting solely in the capacity as a member, is not an agent of a Limited Liability Company; and
- (2) Each manager is an agent of a Limited Liability Company for the purpose of its Business or affairs, and the act of a manager, including, but not limited to, the execution in the name of that Limited Liability Company of an instrument, for carrying on in the usual way the Business

of that Limited Liability Company of which that Person is the manager, binds that Limited Liability Company, unless the acting manager has no authority to act for the Limited Liability Company in a particular matter and the Person with whom the manager is dealing has knowledge of the fact that the manager has no such authority.

c. An act of a manager or a member that is not apparently for carrying on in the usual way the Business of a Limited Liability Company does not bind that Limited Liability Company unless authorized in accordance with an Operating Agreement or Articles of Organization at the time of the transaction.

d. An act of a manager or member in contravention of a restriction on authority does not bind a Limited Liability Company to Persons having knowledge of the restriction.

45 M.P.T.L. ch. 4 § 4

§ 4. Admissions of Members and Managers

a. Except as provided in subsection (b), an admission or representation made by a member concerning the Business of a Limited Liability Company within the scope of a member's authority as provided for by this law is evidence against that Limited Liability Company.

b. If the Articles of Organization provide that management of a Limited Liability Company is vested in a manager or managers then:

(1) An admission or representation made by a manager concerning the Business of a Limited Liability Company within the scope of the manager's authority as provided for by this law is evidence against that Limited Liability Company; and

(2) An admission or representation of a member, acting solely in that member's capacity as a member, does not constitute evidence against a Limited Liability Company.

45 M.P.T.L. ch. 4 § 5

§ 5. Limited Liability Company Charged with Knowledge of or Notice to Member or Manager

a. Except as provided in subsection (b), notice to a member of a matter relating to the Business of a Limited Liability Company, and the knowledge of the member acting in the particular matter acquired while a member or of which the Person had knowledge at the time of becoming a member, and the knowledge of any other member who reasonably could and should have communicated the knowledge to the acting member, operate as notice to or knowledge of the Limited Liability Company, except in the case of a fraud on the Limited Liability Company committed by or with the consent of that member.

b. If the Articles of Organization provide that management of a Limited Liability Company is vested in a manager or managers then:

(1) Notice to a manager of a matter relating to the Business of the Limited Liability Company, and the knowledge of the manager acting in the particular matter, acquired while a manager or of which the Person had knowledge at the time of becoming a manager and the knowledge of any other manager who reasonably could and should have communicated it to the acting manager, operate as notice to or knowledge of the Limited Liability Company, except in the case of a fraud on the Limited

Liability Company committed by or with the consent of that manager;
and

- (2) Notice to or knowledge of a member of a Limited Liability Company, while that member is acting solely in that member's capacity as a member is not notice to or knowledge of a Limited Liability Company.

45 M.P.T.L. ch. 4 § 6

§ 6. Limited Liability Company Liable for Member's or Manager's Actionable Conduct; Misapplication

a. A Limited Liability Company is liable for loss or injury caused to a Person or for a penalty incurred, as a result of a wrongful act or omission, or other actionable conduct, of a member or manager acting in the ordinary course of Business of the Limited Liability Company or with the authority of the Limited Liability Company.

b. If, in the course of its Business, a Limited Liability Company receives money or property of a Person not a member that is misapplied by a member or a manager while it is in the custody of the Limited Liability Company, the Limited Liability Company is liable for the loss.

45 M.P.T.L. ch. 4 § 7

§ 7. Liability to Third Parties

a. Except as otherwise provided in this law, the debts, obligations and liabilities of a Limited Liability Company, whether arising in contract, tort or otherwise, are solely the debts, obligations and liabilities of the Limited Liability Company. A member or manager of a Limited Liability Company is not obligated personally for any such debt, obligation or liability of the Limited Liability Company solely by reason of being a member or acting as a manager of a Limited Liability Company.

b. Except as provided in subsection (c), the failure of a Limited Liability Company to observe the usual Limited Liability Company formalities or requirements relating to the exercise of its Limited Liability Company powers or management of its Business is not a ground for imposing personal liability on the members for liabilities of the Limited Liability Company.

c. All or specified members of a Limited Liability Company may be liable in their capacity as members for all or specified debts, obligations or liabilities of the Limited Liability Company if:

- (1) A statement to that effect is contained in the Articles of Organization;
and
- (2) Any member so liable has either voted for the adoption of the provision or has consented in writing to be bound by the provision.

d. A member of a Limited Liability Company may act as guarantor or surety, may provide collateral or may otherwise assume responsibility for the debts, obligations or liabilities of the Limited Liability Company whether or not a statement under subsection (c) (1) exists or a vote or consent under subsection (c) (2) has occurred.

45 M.P.T.L. ch. 4 § 8

§ 8. Parties to Actions

A member of a Limited Liability Company is not a proper party to a proceeding by or against a Limited Liability Company, solely by reason of being a member of that Limited Liability Company, except:

- a. If the object of the proceeding is to enforce a member's right against or liability to that Limited Liability Company; or
- b. In a derivative action brought pursuant to this law.

45 M.P.T.L. ch. 4 § 9

§ 9. Indemnification of Managers, Members, Employees, and Agents; Insurance

a. An Operating Agreement may:

- (1) Eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in ch. 4 §1; and
- (2) Provide for indemnification of a member or manager for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because such individual is or was a member or manager.

b. Insurance. A Limited Liability Company may purchase and maintain insurance on behalf of any Person who is a member, manager or officer of the Limited Liability Company, or who, while a member, manager or officer of the Limited Liability Company, serves at the Limited Liability Company's request as a manager, officer, partner, trustee, employee, or agent of another domestic or Foreign Limited Liability Company, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by them in that capacity or arising from their status as a member, manager or officer.

CHAPTER 5. FINANCE

45 M.P.T.L. ch. 5 § 1

§ 1. Capital Contributions

a. A member's capital contributions to the Limited Liability Company may consist of cash, property, services rendered, or a promissory note, or other binding obligation to contribute cash or property or to perform services.

b. A promise by a member to contribute to the Limited Liability Company is not enforceable unless the promise is in writing and signed by the member.

c. Unless otherwise provided in the Articles of Organization or Operating Agreement, a member is obligated to the Limited Liability Company to perform any enforceable promise to contribute cash or property or to perform services, even if the member is unable to perform because of death, disability, or other reason. If a member does not make the required contribution of property or services, the member is obligated, at the option of the Limited Liability Company, to contribute cash equal to that portion of value of the stated contribution that is not made.

d. The rights of the Limited Liability Company under (c) are in addition to any other rights that the Limited Liability Company may have under an Operating Agreement or applicable law.

e. The liabilities of a member as set out in this section may be waived or compromised upon the consent of all other members. Notwithstanding a compromise of a member's obligation, a creditor of a Limited Liability Company who extends credit or otherwise acts on reliance on the member's obligation after the member signs a writing that reflects the obligation and before the amendment of the writing to reflect the compromise may enforce the member's original obligation.

f. When a member has rightfully received a return of his capital contribution, in whole or in part, the member remains liable to the Limited Liability Company for any sum, not in excess of the return with interest, necessary to discharge the Limited Liability Company's obligations to all creditors of the Limited Liability Company who extended credit or whose claims arose before the return.

g. An Operating Agreement or Articles of Organization may provide that the interest of a member who fails to make any contribution or other payment that the member is required to make is subject to specified remedies for, or specified consequences of, the failure. The remedy or consequence may take the form of reducing the defaulting member's interest in the Limited Liability Company, subordinating the defaulting member's interest in the Limited Liability Company to that of the non-defaulting members, a forced sale of the interest in the Limited Liability Company, forfeiture of the interest in the Limited Liability Company, affixing of the value of the member's interest in the Limited Liability Company by appraisal or by a redemption and sale of the member's interest in the Limited Liability Company at that value, or other remedy or consequences.

45 M.P.T.L. ch. 5 § 2

§ 2. Allocation of Profits and Losses and Distributions

a. The allocation of profits and losses, and distributions of cash or other assets of a Limited Liability Company shall be apportioned among the members in the manner provided in the Operating Agreement. If the Operating Agreement does not otherwise provide, profits and losses and distributions shall be apportioned on the basis of value of the contributions made by each member to the extent they have been received by the Limited Liability Company and have not been returned. The value of the contributions made shall be determined as stated in the Articles of Organization, the Operating Agreement or the records of the Limited Liability Company as required hereunder.

b. A membership interest held by two (2) or more Persons, whether as fiduciaries, members of a partnership, tenants in common, joint tenants, tenants by the entirety, or otherwise, is considered as held by one (1) member for an allocation under this section.

CHAPTER 6. OWNERSHIP AND DISPOSITION OF PROPERTY

45 M.P.T.L. ch. 6 § 1

§ 1. Ownership of Limited Liability Company Property

a. Real or personal property owned or purchased by a Limited Liability Company may be held and owned, and conveyance shall be made, in the name of the Limited Liability Company. A member has no specific interest in the property of a Limited Liability Company.

b. Subject to subsection (d), property is presumed owned by a Limited Liability Company if it is acquired in the name of the Limited Liability Company.

c. Subject to subsection (d), property is presumed owned by a Limited Liability Company if it is purchased with funds of the Limited Liability Company even if it is acquired in the name of a member or other Person.

d. Property is presumed separate property of one (1) or more members if it is acquired in the name or names of that Person or those Persons without use of funds of a Limited Liability Company even though the property is used for purposes of the Business of that Limited Liability Company.

45 M.P.T.L. ch. 6 § 2

§ 2. Transfer of Property

a. Except as provided in subsection (e), title to property of a Limited Liability Company that is held in the name of the Limited Liability Company may be transferred by an instrument of transfer executed by a duly authorized member in the name of the Limited Liability Company.

b. Title to property of a Limited Liability Company that is held in the name of one (1) or more members or managers with an indication in the instrument transferring the property to them in their capacity as members or managers of the Limited Liability Company or of the existence of a Limited Liability Company, even if the name of the Limited Liability Company is not indicated, may be transferred by an instrument of transfer executed by the Persons in whose name title is held.

c. Property transferred under subsections (a) and (b) may be recovered by a Limited Liability Company if it proves that the act of the Person executing the instrument of transfer did not bind the Limited Liability Company under this law, unless the property has been transferred by the initial transferee, or a Person claiming through the initial transferee to a subsequent transferee who gives value without having notice that the Person who executed the instrument of initial transfer lacked authority to bind the Limited Liability Company.

d. Title to property of a Limited Liability Company that is held in the name of one (1) or more Persons other than the Limited Liability Company without an indication in the instrument transferring title to the property to them in their capacity as members or managers of the Limited Liability Company, or of the existence of a Limited Liability Company, may be transferred free of claims of the Limited Liability Company or the members by the Person in whose name title is held to a transferee who gives value without having notice that it is property of the Limited Liability Company.

e. If the Articles of Organization provide that management of a Limited Liability Company is vested in a manager or managers:

- (1) Title to property of the Limited Liability Company that is held in the name of the Limited Liability Company may be transferred by an instrument of transfer executed by a duly authorized manager in the name of the Limited Liability Company; and

- (2) A member, acting solely in the capacity as a member, does not have authority to transfer title to property of a Limited Liability Company that is held in the name of a Limited Liability Company.

45 M.P.T.L. ch. 6 § 3

§ 3. Conditions for Distributions

a. Distributions of cash or other assets of a Limited Liability Company must be shared among the members and among classes of members in the manner provided in an Operating Agreement or the Articles of Organization. If the Operating Agreement or Articles of Organization do not so provide, each member, or other Person entitled to the interest of a member, shares in any distribution in proportion to their Membership Interests. A member is entitled to receive distributions described in this section from a Limited Liability Company to the extent and at the times or upon the happening of the events specified in an Operating Agreement or Articles of Organization or at the times determined by the members or managers if, after distribution is made, the fair value of the assets of the Limited Liability Company is in excess of all liabilities of the Limited Liability Company except liabilities to members on account of their contributions.

b. Except as provided in the Operating Agreement or Articles of Organization:

- (1) A member, regardless of the nature of that member's contribution, has no right to demand and receive a distribution from a Limited Liability Company in any form other than cash; and
- (2) A member may not be compelled to accept, from a Limited Liability Company, a distribution of an in-kind asset to the extent that the percentage of that asset distributed to the member exceeds a percentage of that asset that is equal to the percentage in which the member shares in distributions from the Limited Liability Company.

c. At the time a member becomes entitled to receive a distribution, the member has the status of and is entitled to all remedies available to a creditor of a Limited Liability Company with respect to the distribution. A Limited Liability Company's indebtedness to a member incurred by reason of a distribution made in accordance with this section is in parity with that Limited Liability Company's indebtedness to its general unsecured creditors, except to the extent subordinated by agreement.

d. A distribution may not be made if after giving effect to the distribution:

- (1) The Limited Liability Company is not able to pay its debts as they become due; and
- (2) Liabilities of the Limited Liability Company, other than liabilities to members on account of their Limited Liability Company interests and liability for which the recourse of creditors is limited to specified property of the Limited Liability Company, exceed the fair value of the assets of the Limited Liability Company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited is included in the assets of the Limited Liability Company only to the extent that the fair value of that property exceeds that liability.

e. A Limited Liability Company may base a determination that a distribution is not prohibited under section (d) on either:

- (1) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or
 - (2) A fair valuation or other method that is reasonable under the circumstances.
- f. The effect of a distribution under subsection (a) is measured as of:
- (1) The date the distribution is authorized if payment occurs within one hundred twenty (120) days after the date of authorization; or
 - (2) The date payment is made if it occurs more than one hundred twenty (120) days after the date of authorization.
- g. If the Limited Liability Company distributes an obligation to make future payments to a withdrawing member, and distribution of the obligation would otherwise be prohibited under subsection (d) at the time it was made, the Company may issue the obligation and the following apply:
- (1) The portion of the obligation that could have been distributed without violating subsection (d) is indebtedness to the withdrawing member under subsection (c).
 - (2) All of the following apply to the portion of the obligation that is indebtedness to the withdrawing member under subdivision (1).
 - (1) At any time prior to the due date of the obligation, payments of principal and interest may be made as a distribution to the extent that a distribution may be made under this section.
 - (2) At any time on or after the due date, the obligation to pay principal and interest is considered distributed and treated as indebtedness described in subsection (c) to the extent that a distribution may be then made under this section.
 - (3) Unless otherwise provided in an agreement with the withdrawing member, the obligation is considered a liability or debt for purposes of determining whether distributions other than payments on the obligation may be made under this section, except for the purposes of determining whether distributions may be made to members having preferential rights superior to the rights of the withdrawing member.
- h. Upon a withdrawal of a member that does not cause dissolution, a withdrawing member is entitled to receive any distribution to which the member is entitled under the Operating Agreement. If not otherwise provided in the Operating Agreement, the member is not entitled to receive any distribution at that time.

45 M.P.T.L. ch. 6 § 4

§ 4. Liability upon Wrongful Distribution

a. A member or manager who votes for or assents to a distribution in violation of the Operating Agreement, Articles of Organization, or §3 is personally liable, jointly and severally, to a Limited Liability Company for the amount of the distribution that exceeds what could have been distributed without violating the Operating Agreement or §3 if it is established that the member or manager did not act in compliance with ch. 4 §1.

b. For purposes of liability under subsection (a), a member or manager entitled to participate in a decision to make a distribution is presumed to have assented to a distribution unless the member or manager either:

(1) Votes against the distribution; or

(2) Files a written dissent with the Limited Liability Company within a reasonable time after the member or manager has knowledge of the decision.

c. A member that accepts or receives a distribution with knowledge of facts indicating that it is in violation of an Operating Agreement or §3 is liable to the Limited Liability Company for the amount the member accepts or receives that exceeds the member's share of the amount that could have been distributed without violating §3 or the Operating Agreement.

d. Each member or manager held liable under subsection (a) for an unlawful distribution is entitled to contribution from each other member or manager who could be held liable under subsections (a) or (c). The contribution of the person held liable under both subsections (a) and (c) shall not exceed the person's liability under either subsection (a) or (c), whichever is greater.

e. A proceeding under this section is barred unless it is commenced within two (2) years after the date on which the effect of the distribution is measured under §3(f).

CHAPTER 7. MERGERS

45 M.P.T.L. ch. 7 § 1

§ 1. Merger

a. Unless otherwise provided in its organizational documents, one or more Limited Liability Companies formed under this law may merge with other limited liability corporations into one or more Limited Liability Companies as provided in a plan of merger.

b. Interest or shares in a Limited Liability Company that is a party to a merger may be exchanged for or converted into cash, property, obligations, or interest in the Successor Limited Liability Company.

45 M.P.T.L. ch. 7 § 2

§ 2. Plan of Merger

a. Each Limited Liability Company that is a party to the merger shall enter into a written plan of merger that must be approved by a majority of the members unless the Operating Agreement or Articles of Organization otherwise provides.

b. The plan of merger must set forth:

(1) The name and current jurisdiction of organization of each Limited Liability Company or entity that is a party to the merger and the name and jurisdiction of the Successor Limited Liability Company into which each Limited Liability Company or other business entity merges;

(2) The terms and conditions of the proposed merger and the mode of carrying the merger into effect;

- (3) The manner and basis of converting the interests in each Limited Liability Company or other entity into interests of the Successor Limited Liability Company;
- (4) A statement of any changes in or a restatement of the organizing documents of the Successor Limited Liability Company or a statement that the organizing documents of the Successor Limited Liability Company or other Business entity remain unchanged; and
- (5) Other relevant provisions relating to the proposed merger.

45 M.P.T.L. ch. 7 § 3

§ 3. Approval of Merger

a. Unless otherwise provided in writing in the Operating Agreement or in the Articles of Organization, a Limited Liability Company that is a party to a proposed merger must approve the plan of merger by the consent of a majority of the members or, if there is more than one class or group of members, by consent of a majority of the members of each class or group.

b. If, as a result of the merger, one or more members of a Limited Liability Company organized under this law would become subject to personal liability for the obligations or liabilities of any other Person or entity, approval of the plan of merger must require the execution by each such member of a separate written consent to become subject to such personal liability.

c. Each Limited Liability Company or other entity that is a party to the merger shall have any rights to abandon the merger that are provided for in the plan of merger or the laws applicable to the business entity.

d. Upon approval of a merger, the parties shall notify their owners, shareholders, and all others that have an ownership interest in the original or surviving entity of the approval and of the effective date of the merger.

45 M.P.T.L. ch. 7 § 4

§ 4. Articles of Merger

a. The Successor Limited Liability Company shall deliver to the Tribal Clerk articles of merger, executed by each party to the plan of merger, that include the following:

- (1) The name and state or jurisdiction of organization for each party;
- (2) The plan of merger;
- (3) The name of the Successor Limited Liability Company;
- (4) A statement as to whether the management of the Successor Company will be reserved to its owners or vested in one or more managers;
- (5) A statement as to whether the Successor Company's jurisdiction of organization is Mashantucket;
- (6) If the Successor Limited Liability Company is not organized under the laws of the Tribe, a statement that the Successor Company:

- (A) Agrees that it may be served with process on the Reservation in a proceeding for enforcement of an obligation of a party to the merger that was organized under this law, as well as for enforcement of an obligation of the Successor Limited Liability Company or other Business entity arising from the merger; and
 - (B) Appoints the Tribal Clerk as its Registered Agent for service of process in any such proceeding and the Successor Limited Liability Company shall specify the address to which a copy of the process must be mailed by the Tribal Clerk; and,
- (7) The date when the merger is to take effect, not to exceed sixty (60) days subsequent to the filing date of the articles of merger.

b. The articles of merger act as a certificate of dissolution for a Limited Liability Company that is not the surviving or resulting Business entity in the merger or consolidation.

45 M.P.T.L. ch. 7 § 5

§ 5. Effect of Merger

a. The Limited Liability Companies that are parties to the merger become a single entity, which is the Limited Liability Company designated in the plan of merger as the successor.

b. The separate existence of each party to the merger ceases, except for the Successor Limited Liability Company.

c. The Successor Company possesses all the rights, privileges, immunities and powers of each Limited Liability Company that is a party to the merger and is subject to all the restrictions, liabilities and duties of each of the parties to the extent that those rights, privileges, immunities, powers, restrictions, liabilities and duties are applicable.

d. All property, real, personal and mixed and all debts due, including promises to make capital contributions and subscriptions for shares or interests, and all other action and all other interests of or belonging to or due to each of the constituent entities vest in the Successor Limited Liability Company without further act or deed.

e. The title to all real estate and any interest in real estate vested in a Limited Liability Company does not revert and is not in any way impaired by reason of the merger.

f. The Successor Limited Liability Company is liable for all liabilities and obligations of each Limited Liability Company or other Business entity so merged, and any claim existing or action or proceeding pending by or against a Limited Liability Company or other Business entity that is a party to the merger may be pursued as if the merger had not taken place or the Successor Limited Liability Company may be substituted in the action.

g. Neither the rights of creditors nor any liens on the property of a Limited Liability Company or other Business entity are impaired by the merger.

h. The membership or other interests in a Limited Liability Company that are to be converted or exchanged into interests, cash, obligations or other property

under the terms of the merger are so converted and the former holders of the membership or other interests are entitled only to the rights provided in the merger or the rights otherwise provided by law.

i. The Articles of Organization of the Successor Limited Liability Corporation are amended to the extent provided in the articles of merger.

CHAPTER 8. DISASSOCIATION AND DISSOLUTION

45 M.P.T.L. ch. 8 § 1

§ 1. Disassociation

A Person ceases to be a member of a Limited Liability Company upon the occurrence of any of the following events:

- a. The member withdraws, by voluntary act, from a Limited Liability Company;
- b. The member is removed as a member in accordance with an Operating Agreement, the Articles of Organization, or this law.
- c. Subject to a contrary provision in the Operating Agreement or Articles of Organization, when the member assigns all of that member's interest in a Limited Liability Company, by an affirmative vote of a majority in interest of the members who have not assigned their interests.
- d. Subject to a contrary provision in the Operating Agreement or Articles of Organization or written consent of a majority in interest of all members at the time, the member does any of the following:
 - (1) Makes an assignment for the benefit of creditors:
 - (2) Files a voluntary petition in bankruptcy;
 - (3) Is adjudicated as bankrupt or insolvent;
 - (4) Fails to gain dismissal of any federal bankruptcy or state or tribal insolvency proceeding within one hundred twenty (120) days of commencement of an involuntary proceeding; or
 - (5) Seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of that member or of all or a substantial part of that member's properties.
- e. Subject to a contrary provision in the Operating Agreement or Articles of Organization, or written consent of a majority in interest of all members at the time, when a member who is an individual:
 - (1) Dies; or
 - (2) Is adjudicated incompetent to manage the member's Person or estate by a court of competent jurisdiction.
- f. Subject to a contrary provision in the Operating Agreement or Articles of Organization or written consent of a majority in interest of all members at the time, if the member is a trust, corporation, partnership, or Limited Liability Company, upon liquidation, dissolution, or termination.

g. Subject to a contrary provision in the Operating Agreement or Articles of Organization or written consent of a majority in interest of all members at the time, when a member is an estate, the distribution by the fiduciary of the estate's entire interest in a Limited Liability Company.

45 M.P.T.L. ch. 8 § 2

§ 2. Dissolution

A Limited Liability Company organized under this law shall be dissolved and its affairs wound up when the first of the following occurs:

a. The expiration of the period fixed for the duration of the Company in its Articles of Organization or Operating Agreement is reached;

b. The Limited Liability Company fails to meet the requirements to maintain at least one (1) member;

c. The Limited Liability Company fails to establish or maintain its Principal Place of Business or Registered Office on the Reservation;

d. The Limited Liability Company fails to maintain a Registered Agent on the Reservation;

e. If a vote of the members to dissolve, or other event as specified in the Article of Organization or in an Operating Agreement, take place;

f. Upon the occurrence of an event specified in the Articles of Organization or Operating Agreement as an event resulting in dissolution;

g. When the Company is not the Successor Limited Liability Company in the merger authorized under this law;

h. Automatically, if a decree of judicial dissolution is entered; or

i. A majority of the organizers of the Company vote for dissolution, if the Company has not commenced Business; has not issued any membership interests; has no debts or other liabilities; and, has not received any payments, or has returned any payments it has received after deducting any amount disbursed for payment of expenses for subscriptions for its membership interests.

45 M.P.T.L. ch. 8 § 3

§ 3. Dissolution by Judicial Decree

a. In a proceeding by or for a member, the Mashantucket Pequot Tribal Court may order dissolution of the Limited Liability Company if any of the following is established:

(1) That it is not reasonably practicable to carry on the Business of the Limited Liability Company;

(2) That the Limited Liability Company is not acting in conformity with its Operating Agreement or Articles of Organization;

(3) That one or more managers are acting or will act in a manner that is illegal, fraudulent, or oppressive and was, is, or will be directly harmful to the applicant;

- (4) That one or more members in control of the Limited Liability Company are acting or will act in a manner that is illegal, fraudulent, or oppressive and was, is, or will be directly harmful to the applicant; or,
- (5) That the Limited Liability Company assets are being misapplied or wasted.

b. The Court may also make any order or grant any relief other than dissolution or liquidation as in its sole discretion it may deem appropriate, including but not limited to:

- (1) Canceling, altering or amending provisions contained in the Articles of Organization or Operating Agreement of a Company.
- (2) Directing, prohibiting or enjoining any act of the Company or other Persons who are parties to the Court action.
- (3) Providing for the purchase of the interest of the member bringing the action by the other members of the Company at its fair market value.

c. If the Tribe is a member of the Limited Liability Company, any action under this Section must be brought in Tribal Court, unless explicitly otherwise provided in the Operating Agreement. Nothing in this Section may be construed as a waiver of the Tribe's sovereign immunity from suit, and any waiver thereof must be provided explicitly in the Limited Liability Company's Operating Agreement.

45 M.P.T.L. ch. 8 § 4

§ 4. Certificate of Dissolution

a. When it begins winding up its affairs, a Limited Liability Company that dissolves under § 2(a), (b), (c), (d), (e), (f), (g), or (h) shall execute a certificate of dissolution and file the certificate with the Tribal Clerk. The certificate shall set forth:

- (1) The name of the Limited Liability Company;
- (2) The reason for dissolution;
- (3) That all taxes payable, debts, obligations, and liabilities have been paid or discharged, or that adequate provision has been made to do so;
- (4) That all the remaining property and assets have been distributed among its members in accordance with their respective rights and interests;
- (5) That there are no suits pending against the Company in any court or that adequate provision has been made for the satisfaction of any judgment, order, or decree that may be entered against it in any pending suit; and
- (6) The effective date of dissolution if later than the date of filing of the certificate of dissolution.

b. When it begins winding up its affairs, a Company that dissolves under §2(1) shall execute a certificate of dissolution and file it with the Tribal Clerk. The certificate of dissolution shall contain all of the following:

- (1) The name of the Limited Liability Company;

- (2) A statement that includes all of the following:
- A. That the Limited Liability Company has not commenced business, has not issued any membership interests, and has no other debts or liabilities;
 - B. That the Limited Liability Company has not received any payments, or has returned any payments it has received after deducting any amount disbursed for payment of expenses for subscriptions for its membership interests; and
 - C. That a majority of the organizers of the Limited Liability Company have approved the dissolution.

c. If the certificate of dissolution filed with the Tribal Clerk conforms to law and all fees have been paid as prescribed in this law, the Tribal Clerk shall file the certificate of dissolution and shall issue a stamped certificate of dissolution, returning it to the representative of the dissolved Limited Liability Company.

d. Upon the issuance of the certificate of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate actions as provided in this law. The manager(s) in office at the time of dissolution, or the survivors of the managers, or, if none, the members, shall thereafter become trustees for the members and creditors of the dissolved Limited Liability Company. In this capacity, the trustees may distribute any Company property discovered after dissolution, convey real estate, and take other necessary action on behalf of and in the name of the dissolved Company.

45 M.P.T.L. ch. 8 § 5

§ 5. Cancellation of Articles of Organization

The Articles of Organization of a Limited Liability Company shall be cancelled by the Tribal Clerk upon issuance of the stamped certificate of dissolution.

45 M.P.T.L. ch. 8 § 6

§ 6. Winding Up

a. A dissolved Limited Liability Company continues its legal existence but may not carry on any business except that which is appropriate to wind up and liquidate its business.

b. Unless otherwise provided in its Operating Agreement:

- (1) The business of the Limited Liability Company may be wound up by any of the following:
 - A. The members or managers who have authority to manage the Limited Liability Company before dissolution; or
 - B. In a judicial dissolution, the Person(s) designated by the Mashantucket Pequot Tribal Court.
- (2) The Persons winding up the business of the Limited Liability Company may do all of the following in the name of and on behalf of the Limited Liability Company:
 - A. Collect its assets;

- B. Prosecute and defend suits;
 - C. Take any action necessary to settle and close the business of the Limited Liability Company;
 - D. Dispose of and transfer the property of the Limited Liability Company;
 - E. Discharge or make provision for discharging the liabilities of the Limited Liability Company; and
 - F. Distribute to the members any remaining assets of the Limited Liability Company.
- (3) Dissolution of the Limited Liability Company does not do any of the following:
- A. Transfer title to the Limited Liability Company's property;
 - B. Prevent transfer of all or part of a member's interest;
 - C. Prevent commencement of a civil, criminal, administrative, or investigatory proceeding by or against the Limited Liability Company;
 - D. Abate or suspend a civil, criminal, administrative, or investigatory proceeding by or against the Limited Liability Company at the time of dissolution;
 - E. Terminate the authority of the Registered Agent of the Limited Liability Company; or,
 - F. Alter the limited liability of a member.

45 M.P.T.L. ch. 8 § 7

§ 7. Notice to Existing Claimants

a. The dissolved Limited Liability Company may notify its existing claimants in writing of the dissolution at any time after the effective date of the dissolution. The written notice shall include all of the following:

- (1) A description of the information that must be included in a claim. The Limited Liability Company may demand sufficient information to permit it to make a reasonable judgment whether the claim should be accepted or rejected.
- (2) A mailing address where a claim may be sent.
- (3) The deadline, which may not be less than six (6) months after the effective date of the written notice, by which the dissolved Limited Liability Company must receive the claim.
- (4) A statement that the claim will be barred if not received by the deadline.

b. The giving of notice provided for in (a) does not constitute recognition that a Person to whom the notice is directed has a valid claim against the Limited Liability Company.

c. A claim against the dissolved Company is barred if either of the following applies:

- (1) If a claimant, who was given written notice under (a), does not deliver the claim to the dissolved Limited Liability Company by the deadline; or
- (2) If a claimant whose claim was rejected by a written notice of rejection by the dissolved Limited Liability Company does not commence a proceeding to enforce the claim within ninety (90) days after the effective date of the written notice of rejection.

d. For purposes of this section, "existing claim" means any claim or right against the Limited Liability Company, liquidated or unliquidated. "Existing claim" does not mean a contingent liability or a claim based on an event occurring after the effective date of dissolution.

e. For purposes of this section, the effective date of the written notice is the earliest of the following:

- (1) The date it is received;
- (2) Five days after its deposit in the U.S. Mail, as evidenced by the postmark, if it is mailed postpaid and correctly addressed; or
- (3) The date shown on the return receipt, if the notice is sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

45 M.P.T.L. ch. 8 § 8

§ 8. Publication of Notice

a. A dissolved Limited Liability Company may also publish a notice of dissolution and request that Persons with claims against the Company present them in accordance with the notice.

b. The notice shall:

- (1) Be published one (1) time in a newspaper of general circulation in the county in which the dissolved Limited Liability Company's Principal Place of Business or Registered Office, if different;
- (2) Describe the information that must be included in a claim and provide a mailing address where the claim may be sent. The Limited Liability Company may demand sufficient information to permit it to make a reasonable judgment whether the claim should be accepted or rejected; and,
- (3) State that a claim against the Limited Liability Company will be barred unless a proceeding to enforce the claim is commenced within one (1) year after the publication date of the newspaper notice.

c. If the dissolved Limited Liability Company publishes a newspaper notice in accordance with (b), the claim of each of the following claimants is barred unless the claimant commences a proceeding to enforce the claim against the dissolved Limited Liability Company within one (1) year after the publication date of the newspaper:

- (1) A claimant who did not receive written notice under § 7;

- (2) A claimant whose claim was timely sent to the dissolved Limited Liability Company but not acted upon; or
- (3) A claimant whose claim is contingent or based on an event occurring after the effective date of dissolution.

d. Notwithstanding (c), a claimant having an existing claim known to the Limited Liability Company at the time of publication in accordance with (b) and who did not receive written notice under § 7 is not barred from suit until six (6) months after the claimant has actual notice of the dissolution.

45 M.P.T.L. ch. 8 § 9

§ 9. Settlement upon Dissolution

a. In settling accounts after dissolution, the liabilities of the Limited Liability Company shall be entitled to payment in the following order:

- (1) Liabilities to creditors, in the order of priority as provided by law, including those liabilities to members of the Company on account of their contributions;
- (2) Except as provided in the Operating Agreement, to members and former members in satisfaction of liabilities for distributions under this law.

b. Members shall share in the Limited Liability Company assets as provided in the Operating Agreement, or if not so provided, in proportion to their capital contributions.

CHAPTER 9. DERIVATIVE ACTIONS, PROCEEDINGS, NOTICE AND SERVICE OF PROCESS

45 M.P.T.L. ch. 9 § 1

§ 1. Member as a Party to Proceedings

A member of a Limited Liability Company is not a proper party to proceedings by or against a Limited Liability Company, except when the object is to enforce a member's right against, or liability to, the Limited Liability Company.

45 M.P.T.L. ch. 9 § 2

§ 2. Service of Process, Notice, or Demand

a. Service on a Company organized under this law may be made:

- (1) By delivery to a manager of the Company if management is vested in a manager;
- (2) By delivery to the Registered Agent; or,
- (3) By writing, which shall be mailed by registered or certified mail to the Principal Place of Business or Registered Office of the Company.

b. Service is perfected under §2(a) on the earliest of:

- (1) the date shown on the return receipt, if signed on behalf of the Limited Liability Company; or
- (2) five days after mailing.

c. This Section does not limit or affect the right to serve, in any other manner permitted by law, any process, notice or demand required or permitted by law to be served upon a Limited Liability Company.

45 M.P.T.L. ch. 9 § 3

§ 3. Waiver of Notice

If under the provisions of this law, the Articles of Organization or the Operating Agreement of a Limited Liability Company requires notice to be given to a Registered Agent, a manager, or members of a Limited Liability Company, a waiver in writing signed by the Person or Persons entitled to the notice, whether made before or after the time given for notice, is equivalent to giving them timely notice.

45 M.P.T.L. ch. 9 § 4

§ 4. Rights of Action

A member may bring an action in the right of a Limited Liability Company to recover a judgment in its favor if the managers with authority to do so have refused to bring the action and the managers' decision not to sue constitutes an abuse of discretion or involves a conflict of interest that prevents an unprejudiced exercise of judgment.

45 M.P.T.L. ch. 9 § 5

§ 5. Proper Plaintiff

In a derivative action, the plaintiff must be a member of the Limited Liability Company at the time of bringing the action and:

- a. must have been a member at the time of the transaction of which the member complains; or
- b. the members' status as a member must have devolved upon him by operation of law or pursuant to the terms of the Operating Agreement from a Person who was a member at the time of the transaction.

45 M.P.T.L. ch. 9 § 6

§ 6. Pleading

In a derivative action, the complaint shall set forth, with particularity, the effort of the plaintiff to secure initiation of the action by a manager or the reasons for not making the effort.

45 M.P.T.L. ch. 9 § 7

§ 7. Expenses

If a derivative action is successful, in whole or in part, or if anything is received by the plaintiff as a result of a judgment, compromise, or settlement of an action or claim, the Court may award the plaintiff reasonable expenses, including attorneys' fees, and shall direct him to remit to the Limited Liability Company the remainder of those proceeds received by him.

45 M.P.T.L. ch. 9 § 8

§ 8. Security and Costs

a. In any action instituted in the right of any Limited Liability Company, unless the contributions to the Company property that are allocable to the plaintiff amount to 5% or more of the contribution of all members, or the contributions that are allocable to the plaintiff have a market value in excess of \$25,000, the Limited Liability Company in whose right the action is brought shall be entitled, at any time before final judgment, to require the plaintiff to give security for the costs and reasonable expenses which may be directly attributable to and incurred by it in the defense of the action or may be incurred by other parties named as defendant for which the Limited Liability Company may become legally liable, but not including attorneys' fees.

b. Market value shall be determined as of the date that the plaintiff institutes the action, or, in the case of an intervener, as of the date that he becomes a party to the action.

c. The amount and nature of the security shall be determined by the Court and the amount of the security may from time to time be increased or decreased by the Court, upon showing that the security provided has or may become inadequate or is excessive.

d. The Limited Liability Company shall have recourse to the security in the amount as the Court shall determine upon the termination of such action if the Court finds the action was brought without reasonable cause.

Historical and Statutory Notes

Derivation.

Effective September 22, 2016, TCR090816-08 of 09 enacted 45 M.P.T.L., Limited Liability Company Law.

Amendments.

Effective October 25, 2018, TCR102518-04 of 06 amended 45 M.P.T.L., chapter 1 section 6. By Defining "Tribal Entity(ies)" and Chapter 2 section 5a to allow for one or more wholly owned Tribal Entities to form a Tribal LLC.

Effective December 1, 2022, TCR120122-07 of 07 amended 45 M.P.T.L. to further clarify that one or more Tribal Entities may assign it's Membership Interests to the Tribe or Tribal Entity.

TITLE 46. ADOPTED AND DEPENDENT CHILD RIGHTS LAW

CHAPTER 1. PURPOSE; POLICY; DEFINITIONS

46 M.P.T.L. ch. 1 § 1

§ 1. Title

The title of this Law shall be the Mashantucket Pequot Adopted and Dependent Child Rights Law.

46 M.P.T.L. ch. 1 § 2

§ 2. Policy Purpose

This Law is in no way intended to infringe upon the authority of the Mashantucket Pequot Tribal Elders Council to review and determine all applications for membership. It is the policy of the Tribe that the rights and privileges of membership shall be restricted, to the greatest extent practicable, to Tribal Members. One exception to this general policy shall be the rights of a non-Tribal Member child who is legally adopted by a Tribal Member and Tribal Member Dependent Child as set forth herein. The purpose of this Adopted Child Rights Law is to acknowledge the Legally Adopted Child of Tribal Members and Tribal Member Dependent Children as valuable members of Tribal families, the Tribal Community and the Tribe's businesses by providing rights and benefits equal to those of non-Tribal Member Spouses to the greatest extent practicable, including but not limited to the right to official identification, participation in cultural events, access to Tribal lands and facilities. The further purpose of this Adopted and Dependent Child Rights Law is to identify the rights and privileges afforded to the Legally Adopted Child of a Tribal Member Tribal Member Dependent Children pursuant to Mashantucket Pequot Tribal Laws.

46 M.P.T.L. ch. 1 § 3

§ 3. Definitions.

Except as otherwise specifically provided for in the Mashantucket Pequot Surviving Spouse & Surviving Adopted Child Law, 29 M.P.T.L. and the Mashantucket Pequot Tribal and Native American Preference Law, 33 M.P.T.L., the following definitions shall apply:

a. "Legally Adopted Child" shall mean any non-Tribal Member person(s) legally adopted by a Tribal Member on or before the age of eighteen (18). A certified copy of a court order of adoption shall be proof of legal adoption.

b. "Tribal Member Dependent Child" shall mean any non-Tribal Member person(s) who was in the custody and care of a Tribal Member and resided in the household of the Tribal Member for at least seven (7) years on or before reaching the age

of eighteen (18) years as a member of the Tribal Family. A certified custody order, a notarized power of attorney and/or certified school record shall be proof of such custody and care.

c. "Tribal Member" means a duly enrolled member of the Mashantucket (Western) Pequot Tribe.

d. "Tribal Spouse" shall mean a non-Tribal Member man or woman joined in lawful marriage to a Tribal Member.

e. "Tribe" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation and includes any arm, department, agency, subdivision, enterprise or organization within or wholly owned by the Tribe. Tribe does not include any entity created under state laws that is owned by the Tribe and operates primarily outside of the Tribe's Reservation.

46 M.P.T.L. ch. 1 § 4

§ 4. Rights and Privileges Conferred By Policy and Practice.

Except for those rights specifically provided for by law in 46 M.P.T.L. ch. 1 § 5 hereinafter, to the greatest extent practicable, a Legally Adopted Child of a Tribal Member and a Tribal Member Dependent Child shall be equally entitled to all rights and privileges conferred to non-Tribal Member Spouses by any policy or practice of the Tribe.

46 M.P.T.L. ch. 1 § 5

§ 5. Rights and Privileges Conferred by Law

A. The rights of a Legally Adopted Child and a Tribal Member Dependent Child of a deceased Tribal Member to continue their occupancy in an Assignment located on the Reservation including the rights to sell, transfer, or devise, or otherwise realize, the value of the rights that would have been enjoyed by the deceased Tribal Member by virtue of his or her Assignment pursuant to 27 M.P.T.L. except for his or her death are set forth in 29 M.P.T.L.

B. The rights of a Legally Adopted Child of a Tribal Member and a Tribal Member Dependent Child to preference in Employment Opportunities are set forth in 33 M.P.T.L.

CHAPTER 2. CLAIMS

46 M.P.T.L. ch. 2 § 1

§ 1. Effective Date

Any claim of a violation or violations of 29 M.P.T.L. or 33 M.P.T.L. shall be brought pursuant to those Titles. This law shall take effect and be applicable to claims accruing ninety (90) days after the enactment date. For claims arising prior to the application of this law, there shall be no cause of action recognized under tribal law.

46 M.P.T.L. ch. 2 § 2

§ 2. No Cause Against Tribe

Except as provided for in 46 M.P.T.L. ch. 2 §1 above, there shall be no cause of action or right of action against the Tribe or any officer, agent, servant, or employee of the Tribe related to an alleged violation of the rights enumerated in this Title.

CHAPTER 3. GENERAL

46 M.P.T.L. ch. 3 § 1

§ 1. Construction

Nothing in this Adopted and Dependent Child Rights Law shall be construed as establishing any individual rights of any Legally Adopted Child, Tribal Member Dependent Child or Tribal Member beyond those recognized by Mashantucket Pequot Tribal Law. Nothing in this law shall be construed to waive the sovereign immunity of the Tribe or any officer, agent, servant, or employee of the Tribe.

46 M.P.T.L. ch. 3 § 2

§ 2. Severability

If any part of this Adopted and Dependent Child Rights Law is held to be invalid, the remainder shall remain to be in full force and effect to the maximum extent possible.

Historical and Statutory Notes

Derivation.

Effective June 27, 2018, TCR062718-01 of 07 enacted 46 M.P.T.L., Adopted and Dependent Child Rights Law

TCR10118-04 of 06 enacted 47 M.P.T.L. Clean Air Program

TITLE 47. CLEAN AIR PROGRAM

CHAPTER 1. GENERAL PROVISIONS

47 M.P.T.L. ch. 1 § 1

§ 1. Title

a. Collectively, this law and regulations adopted under this title are to be known as the Mashantucket Pequot Tribal Clean Air Program (CAP).

b. The CAP consists of three distinct elements:

- (1) A Tribal Implementation Plan (TIP) consisting of federally enforceable preconstruction permitting programs that:

- (a) address attainment and maintenance of the National Ambient Air Quality Standards (NAAQS) pursuant to section 110 of the Clean Air Act (42 U.S.C. § 7410), and
 - (b) allows a Source that otherwise has the Potential to Emit (PTE) Hazardous Air Pollutants (HAPs) in amounts at or above those for major sources of HAPs (40 C.F.R. § 63.2) to request federally enforceable permit limitations to restrict the Source's PTE to below those of a major HAPs source;
- (2) Tribal only rules that are intended ensure facility compliance with other obligations under the Clean Air Act; and other,
- (3) Delegated or approved programs that the Administrator has delegated to or approved implementing and regulatory authority to the Mashantucket Pequot Tribal Nation (MPTN) Air Quality Program (AQP).

47 M.P.T.L. ch. 1 § 2

§ 2. Purpose

MPTN has an interest in providing for the sound regulation and control of all present and future Sources of air pollution within the boundaries of Mashantucket. This law and attendant regulations provide for the regulation of air pollution Sources in a manner that ensures the health, safety and general welfare of all residents, employees, and guests of Mashantucket, and protects the natural resources of MPTN.

47 M.P.T.L. ch. 1 § 3

§ 3. Applicability

The CAP is applicable to any Person who owns, operates or intends to construct a Source of air pollution within Mashantucket.

47 M.P.T.L. ch. 1 § 4

§ 4. Revisions

a. The AQP may revise the CAP from time to time consistent with the requirements of chapter 2, § 4 this title and any directly applicable federal regulation(s).

b. Revisions to the MPTN TIP portion of the CAP must further be consistent with the requirements of 40 C.F.R. Parts 51 and 52, as amended from time to time, and be submitted to the Administrator no later than sixty (60) Days after they are adopted with a certification that the applicable public participation procedures outlined in ch. 3 § 1 of this title were followed.

c. The MPTN TIP portion of the CAP is revised when the underlying federal regulations, incorporated by reference into the CAP, are amended by the Administrator from time to time.

47 M.P.T.L. ch. 1 § 5

§ 5. Severability

If any provision of this CAP, or the application of it to any person or circumstance, is held invalid, the remainder of this CAP and the application to other persons or circumstances are not affected.

47 M.P.T.L. ch. 1 § 6

§ 6. Definitions

a. For purposes of this title, all terms not defined herein will have the meaning given within applicable sections of the Clean Air Act.

b. Definitions

- (1) "The Act" or "Clean Air Act" means 42 U.S.C. 7401 et seq., as amended.
- (2) "Administrator" means the Administrator of the United States Environmental Protection Agency (EPA) or an authorized representative.
- (3) "Air Pollutant" means any pollution agent or combination of such agents, including any physical, chemical, biological, radioactive (including source material, special nuclear material, and by-product material) substance or matter that is regulated under the Clean Air Act and which is emitted into or otherwise enters the Ambient Air. Such term includes any precursors to the formation of any Air Pollutant, to the extent the Administrator has identified such precursor or precursors for the particular purpose for which the term Air Pollutant is used.
- (4) "Air Quality Program" or "AQP" means the regulatory body within the Mashantucket Pequot Tribal government which has been delegated authority over air pollution.
- (5) "Ambient Air" means that portion of the atmosphere external to buildings to which the general public has access.
- (6) "Building, Structure, Facility, or Installation" means all of the pollutant-emitting activities which belong to the same industrial grouping, are located on one or more contiguous or adjacent properties, and are under the control of the same person (or persons under common control). Pollutant-emitting activities shall be considered as part of the same industrial grouping if they belong to the same "Major Group" (i.e., which have the same first two digit code) as described in the Standard Industrial Classification Manual, 1972, as amended by the 1977 Supplement (U. S. Government Printing Office stock numbers 4101-0066 and 003-005-00176-0, respectively).
- (7) "Day" means calendar day.
- (8) "Director" or "Director of the AQP" shall mean the MPTN employee responsible for administering the MPTN CAP. Unless otherwise appointed by Tribal Council, the Director shall be the MPTN Land Use Commissioner responsible for regulatory review for natural resources protection compliance.
- (9) "General Permit" means a pre-approved permit that covers a specific class of Sources. The specific class of Sources may cover Sources that involve the same or substantially similar types of operation of

substances; require the same type of pollution control equipment or other operating conditions, standards, or limitations; or, require the same or similar monitoring.

- (10) "Mashantucket" means lands that are part of the Mashantucket (Western) Pequot Reservation and trust lands validly set aside for use of the Mashantucket Pequot Tribe.
- (11) "Owner or Operator" or "Owner/Operator" means any person who owns, leases, operates, controls, or supervises a facility, building, structure, or installation, which, directly or indirectly, results or may result in the emission of any Air Pollutant for which a national standard is in effect.
- (12) "Person" means any Tribal Member, employee, individual, partnership, firm, company, contractor or subcontractor, corporation, association, organization, estate, governmental entity or any other legal entity or its representative, agents or assigns. Use of the singular shall also include the plural.
- (13) "Person with a Financial Interest" means any individual who is compensated or receives anything of value from a regulated entity, including one whose compensation is directly related to or in proportion to the financial success or profitability of the regulated entity.
- (14) "Source" means each separate operation or activity that results, or may result in, the emission of any Air Pollutant.
- (15) "Tribe" or "Tribal Nation" or "MPTN" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation. "Tribal" refers to this Tribe.

CHAPTER 2. PROGRAM ADMINISTRATION

47 M.P.T.L. ch.2 § 1

§ 1. MPTN Air Quality Program

The Mashantucket Pequot Tribal Nation shall maintain proper qualified staffing of the AQP.

(1) The Director will be responsible for administration of the MPTN CAP, including issuing permits, drafting regulations, and taking appropriate enforcement actions as specified within this Title.

(2) The Director may utilize other staff as needed to assist with administration of the MPTN CAP.

(3) No Person with a Financial Interest, including the Director, in any entity affected or potentially affected by the application of the MPTN CAP shall participate in any manner in any action by the Air Quality Program as to that entity.

- (a) This prohibition shall be applicable to an individual who receives distributions, dividends, or similar payment where the amounts are affected by the financial performance of the regulated entity, but it shall not disqualify an employee of the tribal government not receiving such payments despite the fact that the regulated entity may be the primary funding source for government operations.
- (b) In the event of a disqualification, the disqualified individual shall not participate in any proceedings either directly or indirectly, and any decisions shall be rendered by such disqualified individual's deputy or in the absence of a formal deputy, the next qualified person in charge within the AQP.
- (c) In event that no qualified person is available to fill said role within the Air Quality Program a qualified person will be assigned to the AQP:
 - (i) from the MPTN department or tribal entity responsible for administering the AQP by the Director;
 - (ii) from the MPTN Land Use Commission by the presiding officer of that commission; or,
 - (iii) if still no such person is available, Tribal Council shall, in accordance with its inherent authority, appoint a neutral special master to assume the necessary duties of the AQP.

47 M.P.T.L. ch.2 § 2

§ 2. Authority to Adopt Air Quality Standards

The AQP shall have the authority to adopt and incorporate into the MPTN CAP any air quality standard for Mashantucket which would otherwise be enforceable by the Administrator under the Clean Air Act.

47 M.P.T.L. ch.2 § 3

§ 3. Authority to Request Delegation or Approval

- a. The AQP, with the approval of Tribal Council, shall have the authority to request delegation or approval to administer applicable federal programs under the Clean Air Act otherwise administered by the EPA.
- b. Notwithstanding the provisions within Chapter 4, § 1 of this Title, any federal requirements under a delegated or approved program administered by the AQP will be subject to enforcement by EPA under federal law.

47 M.P.T.L. ch.2 § 4

§ 4. Authority to Develop Regulations

- a. The CAP may be amended through the adoption of standards, regulations, or by the Administrator delegating or approving regulatory authority to the AQP to administer, or assist with administration, specific federal programs under the Clean Air Act.

b. The AQP, in the manner provided in this section, shall have the authority to formulate, adopt, amend and repeal regulations in order to control and prohibit Air Pollutants from Sources throughout Mashantucket, provided that such regulations pertain to activities for which the federal government has adopted standards or procedures under the Clean Air Act; and are implemented to:

- (1) ensure the AQP's continued regulatory authority to issue permits, registrations or notifications required under the Clean Air Act, which otherwise would be issued by EPA;
- (2) ensure the ability of the AQP to comply, or monitor facility compliance, with any provision of the Clean Air Act.; or,
- (3) make available, without adding substantial burden on the regulated community, additional funding sources to support air quality enhancements or programs within Mashantucket.

c. Regulations, once adopted, will become part of the MPTN CAP and codified within the appropriate title of MPTN Land Use Regulations. Implementation, compliance and enforcement of such regulations shall be in accordance with the provisions of this Title.

d. Tribal procedures for approval

- (1) The AQP shall prepare a draft regulation package which is to include:
 - (a) a statement of the principal reasons in support of its intended action;
 - (b) specific references to the applicable provisions of the Clean Air Act which the regulation is intended to address; and
 - (c) a draft of the regulation, wherein all provisions which differ from applicable federal standards or procedures are made clearly distinguishable either on the face of the proposed regulation or through supplemental documentation accompanying the proposed regulation.
 - (d) These materials will be forwarded to the Office of Legal Counsel, which will review the package for legal sufficiency. The Office of Legal Counsel will have fifteen (15) calendar days to provide a written opinion on whether:
 - (i) the draft Air Quality regulation addresses the principal reason it was drafted; and,
 - (ii) it conflicts with any Tribal or federal law or regulation.
 - (e) If the AQP makes substantive changes after receiving an opinion from the Office of Legal Counsel, the draft Air Quality regulation will be forwarded to the Office of the Legal Counsel for further review.
- (2) When the Office of Legal Counsel renders an opinion that the regulation is legally sufficient, the AQP shall prepare a preliminary regulation package consisting of:
 - (a) the original draft regulation package submitted to Office of Legal Counsel;
 - (b) a copy of the preliminary regulation, as modified through consultation with the Office of Legal Counsel; and,
 - (c) any final written comments or opinions provided by the Office of the Legal Counsel.
- (3) The proposed regulations or amendment will be submitted to Tribal Council. The proposed regulation or amendment shall be approved for

public participation, as specified within chapter 3, after thirty (30) Days, unless Tribal Council has taken action.

- (4) Following the public participation process, the regulation shall be deemed final and adopted if, after consultation with the Office of Legal Counsel, the AQP determines:
 - (a) that public participation process, if required, did not result in changes being made to the Regulation;
 - (b) that revisions made to the Regulation, as a result of the public participation process, were not substantial and do not require further review by Tribal Council; or,
 - (c) upon conclusion of a subsequent Tribal Council review period, no substantial comments were received which necessitated further revision, or such revisions were not substantial enough to warrant a subsequent public participation process.

e. The AQP may make administrative changes to an existing regulation provided that they are necessary to:

- (1) correct typographical errors; or
- (2) clarify requirements, if it is determined through consultation with the Office of Legal Counsel that such changes do not alter any requirement or provision with the regulation.

47 M.P.T.L. ch.2 § 5

§ 5. Authority to Permit

a. The AQP shall have the authority, in accordance with regulations adopted, to:

- (1) require an Owner or Operator, before undertaking construction, modification, or operation of a Source emitting an Air Pollutant, to apply for and be granted a permit by the AQP;
- (2) issue synthetic minor permits limiting a source's emissions below major source levels for pollutants under sections 110 and 112 of the CAA.
- (3) require periodic inspection and maintenance of combustion equipment and other Air Pollutant-emitting Sources;
- (4) require that a person in control of an Air Pollutant Source who is not required to obtain a permit, register with the AQP and provide such information as deemed necessary to maintain an inventory of Air Pollution Sources within Mashantucket;
- (5) refuse to issue a permit if the Administrator objects to its issuance in a timely manner; and,
- (6) notwithstanding any regulation adopted under this chapter, require that any permitted Source comply with all applicable standards set forth in the Code of Federal Regulations, Title 40, Parts 49, 51, 52, 59, 60, 61, 62, 63, 68, 70, 72 to 78, inclusive, and 82, as amended from time to time.

b. The AQP shall have the authority, in accordance with regulations adopted, to issue General Permits with respect to categories of new or existing Sources of air pollution provided the General Permits are not inconsistent with the Clean Air Act.

- (1) A General Permit covering an activity regulated under this Air Quality Program shall contain such additional conditions as may be required by that Act, and shall be issued for a term of no more than five years.
- (2) The General Permit may require that any person proposing to conduct any activity under the General Permit register such activity including obtaining approval from the AQP before the General Permit becomes effective, and may include such other conditions as the AQP deems appropriate, including but not limited to, management practices and verification and reporting requirements.
- (3) Subsequent to the issuance of a General Permit, the AQP may require a person, whose activity is or may be covered by the General Permit, to apply for and obtain an individual permit pursuant to this chapter if it determines that an individual permit would better protect the air quality of Mashantucket.
 - (a) The AQP may require an individual permit in cases including, but not limited to, the following:
 - (i) the permittee is not in compliance with the conditions of the General Permit;
 - (ii) a change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollution applicable to the permitted activity;
 - (iii) circumstances have changed since the time the General Permit was issued so that the permitted activity is no longer appropriately controlled under the General Permit, or a temporary or permanent reduction or elimination of the permitted activity is necessary; or
 - (iv) a relevant change has occurred in the applicability of the federal Clean Air Act.
 - (b) In making the determination to require an individual permit, the AQP may consider the location, character and size of the Source and any other relevant factors.
 - (c) The AQP may require an individual permit only if the person whose activity is covered by the General Permit has been notified in writing that an individual permit is required. The notice shall include a brief statement of the reasons for requiring an individual permit, an application form, a statement setting a time for the person to file the application, an opportunity for the person to challenge the AQP's decision to require an individual permit under ch. 5 of this Title, and a statement that the General Permit, as it applies to such person, shall automatically terminate on the effective date of the individual permit. Such person shall forthwith apply for, and use best efforts to obtain, the individual permit.
- (4) Any Person may petition the AQP to take action under this paragraph.

c. The AQP, in accordance with regulations adopted, shall not issue any permit until the applicable public participation process is completed.

d. The AQP shall require, by regulations adopted, the collection of fees to cover the reasonable cost associated with permit review and issuance, or review and approval of coverage under a General Permit; and compliance monitoring of the terms and conditions of any permit, approval or order issued by the AQP.

e. The AQP shall provide all necessary application forms to be submitted. Application forms concerning activities regulated under the Clean Air Act shall require that the applicant provide such information as may be required by that Act.

f. No permit may be issued unless the AQP determines that it assures the attainment and maintenance of the National Ambient Air Quality Standards (NAAQS).

g. An applicant, and any other person entitled under ch. 5, has the right to appeal and obtain judicial review of the AQP's final action on such application, or permit issuance, in accordance with the provisions of Chapter 5 of this title.

47 M.P.T.L. ch.2 § 6

§ 6. Authority to Inspect and Enforce

a. Authority to Inspect

- (1) Upon presentation of proper credentials, the AQP shall have the authority to:
 - (a) enter a facility, or upon any property, within Mashantucket where a Source is located, or an emissions-related activity is conducted, or where records are required to be kept under the conditions of the permit;
 - (b) have access to and copy, at reasonable times, any records that are required to be kept under the conditions of the permit;
 - (c) inspect, during normal business hours or while the source is in operation, any Facility's, equipment (including monitoring and air pollution control equipment), practice or operation regulated, or required, under the permit;
 - (d) sample or monitor, at reasonable times, substances or parameters for the purpose of assuring compliance with the permit or other applicable requirements; and,
 - (e) record any inspection by use of written, electronic, magnetic and photographic media.
- (2) The AQP shall make reasonable efforts to provide adequate notice prior to the inspection; however, lack of notice shall not prevent the representative from gaining access to the Facility or the property.
- (3) Where access to the property or Facility is restricted by any security measure or device, the Person or Owner shall promptly allow access to the AQP upon presentation of proper identification.
- (4) The AQP shall have the right to install or require the installation of such devices, as are necessary, to conduct sampling, metering, and/or monitoring of the Air Pollutant Source at the expense of the Owner. The sampling, metering and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Owner.
- (5) The AQP shall have the right to obtain records of utility usage for any non-residential customer of the MPTN Utilities Department.

b. Authority to Enforce

- (1) The AQP shall have the authority to enforce compliance with the MPTN CAP or any enforcement order issued pursuant to it.
- (2) When exercising their enforcement authority the AQP shall follow the procedures established within Chapter 4 of this Title.

CHAPTER 3. PUBLIC PARTICIPATION

47 M.P.T.L. ch.3 § 1

§ 1. Initial TIP Issuance and TIP Revisions

a. The AQP will provide an opportunity for comment on the initial TIP issuance and TIP revisions.

- (1) The AQP must provide public notice of the opportunity for the public to comment and request a public hearing.
- (2) The public notice must be provided at least thirty (30) days prior to the scheduled date of the public hearing that will be held if requested.
- (3) The notice shall be made as specified within paragraph b(1) and contain, at minimum, the information specified with in paragraph b(2) of this section.
- (4) A copy of the notice and all initial TIP or TIP revision documents, will be sent to the EPA Region 1 Administrator.
- (5) A copy of the notice must also be sent to the state and local air pollution control agencies in the Connecticut Air Quality Control Region.

b. Public Notice

- (1) Public notice shall be provided by one of the following methods:
 - (a) posting, on a publicly accessible website, the information specified within paragraph b(2) of this section; or
 - (b) publishing a notice of availability of the information, specified within paragraph b(2) of this section, in a newspaper of general circulation in the area affected and the surrounding area.
- (2) A notice shall consist of, at minimum, the following information:
 - (a) a statement of purpose for which the initial TIP or TIP revision is proposed with a reference to the statutory authority for the proposed initial TIP or TIP revision;
 - (b) a description of the proposed TIP or TIP revision sufficiently detailed so as to apprise Persons likely to be affected of the issues and subjects involved;
 - (c) a brief description of the comment procedures required pursuant to paragraph c. of this section, and details addressing how interested Persons can submit comment on the proposed initial TIP or TIP revision and the period for which comments shall be accepted;

- (d) the name, address, and telephone number of a Person whom interested Persons may contact for instructions on how to obtain additional information;
- (e) details concerning the public hearing; including,
 - (i) how to request that the hearing be held;
 - (ii) the place time and date that such a hearing shall take place if requested;
 - (iii) a brief description of the nature and purpose of the hearing, including the applicable hearing rules and the comment procedures; and,
 - (iv) information concerning how the public can confirm that the hearing had been requested and will be held.
- (f) details on how to view the draft TIP or TIP modification.
 - (i) Website postings shall include access to electronic versions.
 - (ii) Newspaper notices shall include the location and hours of availability of the public place where interested Persons may view the TIP or TIP modification.

c. Public comments

- (1) The public comment period shall extend until the close of the public hearing or, if a hearing is not requested, until the end of the day that the hearing had been scheduled.
- (2) During the public comment period any interested person may submit written comments;
- (3) All relevant comments shall be considered in making the final decision;
- (4) A record of the comments made and relevant comments answered during the public participation process shall be maintained by the AQP, made available to the public upon request, and submitted to the EPA Region 1 Administrator;
- (5) If any data, information, or arguments submitted during the public comment period appear to raise substantial new questions warranting changes to the TIP or TIP revision, the AQP may:
 - (a) Prepare a new draft TIP or TIP modification, appropriately modified; and,
 - (b) Reopen or extend the comment period to give interested Persons an opportunity to comment on the modified TIP.
 - (c) Comments filed during the reopened comment period shall be limited to the revisions that required the reopening of the comment period.

d. Public hearings

- (1) When requested, the public hearing will be held as specified within the notice.
- (2) The AQP shall designate a Presiding Officer for the hearing who shall be responsible for its scheduling and orderly conduct.
- (3) Any Person may submit oral or written statements and data applicable to the purpose of the hearing. Reasonable limits may be set upon the time allowed for oral statements, and the submission of statements in writing may be required. The public comment period shall be automatically extended to the close of any public hearing under this section. The

Presiding Officer may also extend the comment period further by so stating at the hearing.

- (4) A record will be kept of the hearing which will contain a list of witnesses, a summary of verbal comments of each witness, and any written statements or data submitted during the proceeding.

47 M.P.T.L. ch.3 § 2

§ 2. Tribal Only Rules

Public participation procedures for the adoption of Tribal only rules shall be the same as specified within 14 M.P.T.L., Land Use Law, for Land Use Regulation.

47 M.P.T.L. ch.3 § 3

§ 3. Permit Issuance

Requirements and procedures for public participation prior to the issuance of air quality permits shall be specified within regulations adopted pursuant ch. 2 § 4 of this title.

CHAPTER 4. ENFORCEMENT

47 M.P.T.L. ch.4 § 1

§ 1. Enforcement Procedure

a. General

- (1) Whenever the AQP determines, following an inspection, investigation or examination, that reasonable grounds exist to find that a Facility or Person has violated the MPTN CAP, the AQP may issue an appropriate order against the Facility or Person responsible for the violation.
- (2) If a Person to whom an order has been issued fails to comply with the terms of the order within the time specified within the order, the Air Quality Program is authorized to:
 - (a) issue additional orders which may include additional penalties,
 - (b) revoke the Facility's permit, and/or
 - (c) file a complaint, pursuant to Chapter 5, § 3 of this title, in the Mashantucket Pequot Tribal Court seeking injunctive relief and Court enforcement of the order, including payment of any penalties owed thereunder.
- (3) The Air Quality Program is authorized to issue orders and assess penalties for a period of five (5) years following the date of a

violation of the CAP, or a permit or order issued pursuant to the MPTN CAP.

- (a) If the violation is continuing in nature, penalties may be assessed for a period greater than five (5) years.
- (b) The Air Quality Program is authorized to issue compliance orders (for injunctive relief) for any and all violations regardless of whether the violation occurred more than 5 years from the date the order would be issued.

b. Show Cause Order

- (1) Unless the AQP believes that imminent and substantial harm to the environment, or the general health, safety, and welfare of the Tribe, employees, or general public is likely to occur without the prompt initiation or cessation of an activity, the AQP shall issue a Show Cause Order whenever it is established that reasonable grounds exist to suspect that a certain action or inaction may have resulted in a violation of this CAP, or any permit or enforcement order issued under it. The Show Cause Order shall order the appropriate Person to:
 - (a) respond to the order by supplying all information requested or otherwise necessary to determine the validity of the alleged violation; or,
 - (b) appear before the AQP to review the status of the alleged violation, respond to and explain the alleged violation, and determine whether any remediation or additional permit terms and conditions are necessary, or any enforcement measure should be applied.
- (2) Show Cause Hearings shall follow the procedures specified within Chapter 5, § 2 of this title, with the Director serving as the Hearing Official.
- (3) If the Person issued a Show Cause Order fails to respond within the time frame noted within the Order, or fails to appear before the AQP or make a reasonable effort to reschedule before the time specified, there is a presumptive conclusion that the alleged violation has occurred and a Compliance Order or Cease and Desist Order will be issued.

c. Consent Order

- (a) Following the issuance of a Show Cause Order, the AQP may issue a Consent Order whenever the Person is willing to resolve the matter. A Consent Order creates a conclusive presumption that the activity, or lack of activity in question, presents a violation of a permit term or condition, this CAP, or enforcement order.
- (b) A Consent Order shall specify the agreed upon compliance actions and may:
 - (i) require the performance of necessary remediation, other reasonable action, or enforcement measure as part of the Consent Order;
 - (ii) levy a penalty in accordance with § 2 of this chapter; and,
 - (iii) include additional Show Cause Orders to facilitate review of the status of compliance with the Consent Order.
- (c) Consent Orders shall be maintained by the AQP and shall be admissible as evidence and enforced by the Tribal Court.

d. Compliance Orders

- (1) Following the issuance of a Show Cause Order and a hearing, the AQP may issue a Compliance Order whenever it is determined that an activity or lack of activity violates a permit term or condition, this CAP, or an enforcement order requiring compliance.
- (2) Compliance Orders will be issued in writing and will specify the nature and extent of the violation, the basis for the AQP's finding of a violation, the action required for the Source to come into compliance, the amount of a penalty, if any, and the date by which the Person is ordered to complete the required action.

e. Cease and Desist Order

- (1) Notwithstanding any other provisions of the CAP, the AQP, upon receipt of evidence that a pollution Source or combination of Sources is presenting an imminent and substantial endangerment to public health, safety or welfare, or the environment, may issue a Cease and Desist Order to immediately restrain any person causing or contributing to the alleged pollution, to stop the emission of air pollutants causing or contributing to such pollution, or to take such other action as may be necessary.
- (2) The AQP, or designated representative, shall deliver the Cease and Desist Order to the Owner, or Person in control of the Source and mail a copy of the Order to the Owner.
- (3) The Order shall be effective upon issuance and shall remain in effect for a period of not more than 60 Days.
- (4) The Cease and Desist Order shall specify the date for a hearing to determine the status of the alleged violation, any necessary remediation, or whether any other action or enforcement measure should be applied. The hearing shall be conducted as specified within Chapter 5 § 2 of this title.

47 M.P.T.L. ch.4 § 2

§ 2. Penalties

a. The AQP shall have the authority to issue penalties to any Person who is found to have violated the CAP, or any order, or permit term or condition issued under it.

b. Penalties assessed outside of an enforcement order shall be issued by a written notice of a penalty assessment. Orders and notices assessing penalties shall indicate the nature and extent of the violation for which the penalty was assessed, the basis for the AQP's finding of a violation, the amount of the penalty, and the date by which the penalty must be paid.

c. In determining the amount of the penalty, the AQP shall consider the following factors:

- (1) the reasonable costs and expenses of the AQP in investigating, controlling, and abating such violations;
- (2) the penalties established by applicable programs within the CAP;
- (3) the actual and potential impact or damages to the environment or the general health, safety, and welfare of the Tribal Nation;
- (4) any measures taken to prevent or mitigate the violation, including whether the Owner has implemented reasonable policies and procedures for compliance with the CAP;
- (5) any previous violations or failure to comply with any CAP requirement, permit term or condition, or a compliance order;
- (6) making compliance less costly than non-compliance (e.g.: the financial gain, if any, derived by the Source as a result of operating out of compliance);
- (7) the deterrence of future potential violations;
- (8) whether the failure to comply was intentional, willful, or knowing and not the result of an error;
- (9) whether the noncompliance was discovered and reported by the Owner or Person in control of the Source; and,
- (10) any other factor(s) that may be relevant to determining the amount of the penalty, provided that such factor shall be set forth in the written notice of assessment of the fine.

d. If a Person is assessed a penalty, payment shall be made to the general fund of the Tribe:

- (1) the Person shall pay the penalty to the AQP within thirty (30) Days from the date the penalty is assessed; and,
- (2) if the penalty is not paid within thirty (30) Days and the Person is a Tribal entity, the Tribe shall be authorized to automatically withdraw the amount of the penalty from the Tribal entity's budget; or,
- (3) if the penalty is not paid within thirty (30) Days and the Person is an individual or a non-Tribal entity, an additional rate of 1% per month of the original penalty (without proration during the month of payment). After ninety (90) Days, the AQP may seek an order from the Mashantucket Pequot Tribal Court in accordance with Title 40 of the M.P.T.L. or pursue other steps that the law may allow to collect the penalty, and may be entitled to seek reasonable collection costs and attorney's fees.

e. Funds collected may be utilized by the AQP to mitigate violations related to the penalty but only up to the amount of the penalties collected in the current fiscal year.

47 M.P.T.L. ch.4 § 3

§ 3. Federal Enforcement

a. In accordance with the Memorandum of Agreement between the Mashantucket Pequot Tribe of Connecticut and the U.S. Environmental Protection Agency Region

1, effective July 1, 2008, as amended from time to time, MPTN shall provide investigative leads to the federal government when the Air Quality Program has reason to suspect that:

- (1) a non-native has committed, within Mashantucket, an act or omission potentially punishable by a criminal penalty, as provided by § 113(c) of the Clean Air Act, U.S.C § 7431(c); or,
- (2) a Native American has committed, within Mashantucket, an act or omission potentially punishable by a criminal penalty, resulting in a fine greater than \$5,000.00, a term of imprisonment greater than one year, or both, as provided by § 113(c) of the Clean Air Act, U.S.C § 7431(c).

b. Whenever the Tribe has reason to suspect the circumstances described in paragraph a. of this section the Tribe will immediately notify the EPA Criminal Investigation Division, Boston Area Office and/or the appropriate U.S. Attorney's Office by telephone or telefax and provide initial investigative leads supporting such suspicion within 24 hours.

c. After providing the initial investigative lead, the Tribe will, when requested, continue to assist the Criminal Investigation Division in collecting additional evidence to support the investigation, and will make available inspectors or other employees of the Tribe who witnessed the suspected violations or who are otherwise in the chain of custody for evidence of the violation.

d. Nothing in this section shall be construed as limiting EPA's enforcement jurisdiction.

CHAPTER 5. HEARING AND JUDICIAL REVIEW

47 M.P.T.L. ch.5 § 1

§ 1. Right to a Hearing

a. A Person may request a hearing before the AQP if an enforcement action has been issued against them, they have been denied a permit or they seek relief from a specific permit condition.

b. A request for a hearing must be filed with the AQP within thirty (30) Days of the issuance of the enforcement order, denial of a permit (including denial of a request for a modification), or imposition of a permit condition.

47 M.P.T.L. ch.5 § 2

§ 2. Hearing Procedure

Unless there are other applicable procedures specified within a Regulation adopted under this Title, the Hearing shall follow the procedures established within the Tribal Administrative Procedures Act ("APA 40 M.P.T.L), with the Director serving as the Hearing Official.

§ 3. Right of Judicial Review

After exhausting the available administrative remedies, a Person dissatisfied with a final decision of the AQP is entitled to Tribal Court review provided that a complaint is filed pursuant to the procedures set forth in the Tribal Administrative Procedures Act ("APA" - 40 M.P.T.L.).

- (1) Petitions for review must be filed in accordance with the APA.
- (2) If an enforcement hearing is requested pursuant to Chapter 5, § 1 and the APA, and the appealing party has reached a tolling agreement with the AQP prior to the deadline for appeal, then the time for appeal shall be extended in accordance with the tolling agreement.

b. Jurisdiction

- (1) The Tribal Court is hereby granted jurisdiction to review a final decision of the AQP in accordance with this chapter. The Tribe hereby expressly waives its sovereign immunity for the limited purpose of actions in the Tribal Court founded upon a review of the actions of the AQP as provided herein, provided that all administrative remedies have been exhausted. A Person does not need to file a request for reconsideration to exhaust administrative remedies.
- (2) An appeal to the Tribal Court pursuant to this chapter shall be the exclusive cause of action under Tribal Law for any Person receiving an order or an administrative penalty, or otherwise aggrieved under this title.
- (3) When it is alleged that the liability of AQP is based upon the action of an officer, agent, servant, or employee of the AQP acting within the scope of his or her employment, there shall be no separate cause of action against said officer, agent, servant or employee, and nothing in this law shall be construed to waive the sovereign immunity of the Tribe or the AQP to the extent that it extends to such an individual.

Historical and Statutory Notes

Derivation.

Effective October 11, 2018, TCR101118-04 of 06 enacted 47 M.P.T.L., Clean Air Program.

TITLE 48. MASHANTUCKET PEQUOT TRIBAL INDEMNIFICATION LAW

CHAPTER 1. DEFINITIONS

48 M.P.T.L. ch. 1 § 1

§ 1. Title

The title of this Law shall be the Mashantucket Pequot Tribal Indemnification Law.

48 M.P.T.L. ch. 1 § 2

§ 2. Purpose

Public Officials, Employees, and Board Members of the Mashantucket Pequot Tribe who are sued for actions taken within the scope of their authority on behalf of the Tribe, whether sued in their official or individual capacity, are immune from suit to the same extent as the Tribe. In the event that a suit is brought against a Public Official, Employee, or Board Member, this Law provides that the Tribe will indemnify and defend such Public Official, Employee, and/or Board Member against Claims based on actions within his/her Official Functions and Duties or Scope of Employment.

48 M.P.T.L. ch. 1 § 3

§ 3. Definitions.

In construing the provisions of this Law, the following words or phrases shall have the meanings designated unless a different meaning is expressly provided, or the context clearly indicates otherwise:

a. "Act" or "Acts" means conduct, actions, the failure to act, omissions, deprivations, or breaches of duty, by any Public Official, Employee, or Board Member while acting within his/her Scope of Employment or within his/her Official Functions and Duties on behalf of the Tribe.

b. "Board Member" means any person who is or was an appointed member of a Board or Authority established by the Mashantucket Pequot Tribe who was acting in that capacity at the time that the alleged Act giving rise to the Claim occurred.

c. "Claim" means any claim, demand, suit, judgment, arbitration, or award directed to or served upon any Public Official, Employee, or Board Member, as defined in this Law, for an Act within his/her Scope of Employment or within his/her Official Functions and Duties.

d. "Employee" means any person who is an employee or was an employee of the Mashantucket Pequot Tribe at the time that the alleged Act giving rise to the Claim occurred.

e. "Mashantucket Pequot Tribe" or "Tribe" means the Mashantucket (Western) Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation, a federally

recognized Indian tribe, including all of its departments, agencies, subdivisions and arms, including the Mashantucket Pequot Gaming Enterprise and any wholly owned Tribal entity created under Tribal law.

f. "Official Functions and Duties" means all Acts made or taken in the exercise of a Public Official's or Board Member's responsibilities for or on behalf of the Mashantucket Pequot Tribe, or any wholly owned entity of the Tribe.

g. "Prompt Written Notice" means prompt delivery of the original or a true copy of a Claim in person or by certified mail, or any other service which tracks deliveries to provide proof of delivery, to the Chairman of the Tribe and to the Tribe's General Counsel in such time so as not to diminish or prejudice the Tribe's rights in any manner and no later than within twenty (20) days of receipt of such Claim.

h. "Public Official" means any person holding an official position for the Tribe, whether that person is elected within the tribal system or appointed by the Mashantucket Pequot Tribal Council, pursuant to the laws of the Mashantucket Pequot Tribe.

i. "Scope of Employment" means any Act taken in the course and within the scope of an Employee's employment.

48 M.P.T.L. ch. 1 § 4

§ 4. Indemnification.

If a Public Official, Employee, or Board Member gives the Mashantucket Pequot Tribe Prompt Written Notice of any Claim, the Mashantucket Pequot Tribe shall indemnify such Public Official, Employee, or Board Member from reasonable financial loss and expense, including the reasonable cost of defense, arising out of such Claim based on Acts resulting in damage or injury, if such Acts are found not to have been wanton, reckless or malicious; further provided that such Public Official, Employee, or Board Member was acting within the Scope of his/her Official Functions and Duties or within his/her Scope of Employment.

48 M.P.T.L. ch. 1 § 5

§ 5. Defense.

a. If a Public Official, Employee, or Board Member gives the Mashantucket Pequot Tribe Prompt Written Notice of any Claim, the Mashantucket Pequot Tribe shall provide for the defense of any such Public Official, Employee, or Board Member in any civil action or proceeding in any tribal, state or federal court or arbitral panel arising out of any alleged Act which occurred or is alleged to have occurred while the Public Official, Employee, or Board Member was acting in the scope of his/her Official Functions and Duties or within his/her Scope of Employment, except that the Mashantucket Pequot Tribe shall not be required to provide for such a defense whenever the Mashantucket Pequot Tribe, based on its investigation of the facts and circumstances of the case, determines that the Public Official, Employee, or Board Member has acted outside the scope of his/her Official Functions and Duties or

outside his/her Scope of Employment or has acted wantonly, recklessly or maliciously.

b. The responsibility of the Tribe to provide a defense for its Public Official, Employee, or Board Member is separate from its duty to indemnify. The Mashantucket Pequot Tribe may provide a defense without prejudicing any right to refuse to indemnify.

48 M.P.T.L. ch. 1 § 6

§ 6. Jurisdiction.

a. The Mashantucket Pequot Tribal Court is hereby granted exclusive jurisdiction over all claims or causes of action for indemnification as provided herein, provided that the Acts alleged occurred within the Employee's, Board Member's, or Public Official's Official Functions and Duties or Scope of Employment.

b. The Tribe hereby expressly waives its sovereign immunity from suit in the Mashantucket Pequot Tribal Court for the limited purpose of permitting actions filed by a Public Official, Employee, or Board Member for indemnification as provided herein, provided that the Acts alleged occurred within the Employee's, Board Member's or Public Official's Official Functions and Duties or Scope of Employment.

c. Limitation on Jurisdiction.

Nothing provided in this law shall be deemed to be a waiver of the sovereign immunity of the Tribe except as provided in Section 6(b) of this law. Nothing contained in this law shall be construed to be a waiver of the sovereign immunity of the Tribe from suit in state or federal court or in any action before any state or federal agency, or in any other forum or context.

ii. Nothing in this law shall be construed as consent to any suit against any Public Official, Employee, or Board Member of the Tribe except as provided under the Laws of the Mashantucket Pequot Tribe.

48 M.P.T.L. ch. 1 § 7

§ 7. Notice, Limitations on Actions and Remedies.

a. The Mashantucket Pequot Tribe shall notify the Public Official, Employee, or Board Member in writing of any determination not to provide defense as provided in section 5 above at any point in any proceeding based on its determination that the Public Official, Employee, or Board Member was not acting within the scope of his/her Official Functions and Duties or within his/her Scope of Employment and of the individual's option to retain separate legal counsel.

b. The Mashantucket Pequot Tribe shall notify the Public Official, Employee, or Board Member in writing of any determination not to indemnify as provided in section 5 above at any point in any proceeding based on its determination that the Public Official, Employee, or Board Member was not acting within the scope of his/her Official Functions and Duties or within his/her Scope of Employment.

c. No action against the Tribe may be brought but within ninety (90) days of notice of denial as provided in 7(b) above.

d. The only remedy that the Mashantucket Pequot Tribal Court may consider is an order to indemnify as provided herein.

48 M.P.T.L. ch. 1 § 8

§ 8. Contribution.

a. The Mashantucket Pequot Tribe shall be entitled to contribution, indemnification, or reimbursement from a Public Official, Employee, or Board Member for legal fees and expenses incurred by the Mashantucket Pequot Tribe, if a court finds that the Act of the Public Official, Employee, or Board Member was not in the scope of his/her Official Functions and Duties or was outside the Scope of Employment.

Historical and Statutory Notes

Derivation.

Effective December 13, 2018, TCR121318-06 of 11, enacted the "Mashantucket Pequot Tribal Indemnification Law."

TITLE 49. MASHANTUCKET PEQUOT CANNABIS LAW

CHAPTER 1. PALLIATIVE USE OF MARIJUANA

a. Notwithstanding anything else 2 M.P.T.L., effective October 1, 2021, up to six cannabis plants per individual and up to twelve cannabis plants may be grown at any given time per household at any residence located on tribal trust land where each resident growing such plants is twenty-one years of age or older and holds a valid qualified patient registration card, as established by C.G.S. Sections 21a-408 to 21a-408-70, provided such plants are secure from access by any individual who does not reside at such residence and any individual residing at such residence who is under twenty-one years of age. For the purposes of 2 M.P.T.L. Ch. 1. Subsection d.(i), the personal possession limit for an individual at least twenty-one years of age who holds a valid qualified patient registration card as described in this section a. shall not include any live plant or cannabis plant material derived from any live plant cultivated by such person in accordance with this subsection.

b. (RESERVED)

**CHAPTER 2. OTHER MATTERS CONCERNING THE POSSESSION, USE,
MANUFACTURING, SALE & DISTRIBUTION OF CANNABIS**

a. (RESERVED)

Historical and Statutory Notes

Derivation.

Effective September 30, 2021, TCR093021-01 of 13, enacted the 49 M.P.T.L. "Mashantucket Pequot Cannabis Law".

TITLE 50. FIREARMS

CHAPTER 1. PURPOSE AND APPLICABILITY

50 M.P.T.L. ch. 1 § 1

§ 1. Purpose; Authority;

The Mashantucket Pequot Tribal Council has determined that it is in the best interests of the Tribe to authorize the Mashantucket Pequot Police Department to issue Temporary Connecticut State Permits to Carry Pistols and Revolvers consistent with Connecticut law. This law authorizes the Mashantucket Pequot Tribal Police to issue such permits.

CHAPTER 2. DEFINITIONS

50 M.P.T.L. ch. 2 § 1

a. "Firearm" means any sawed-off shotgun, machine gun, rifle, shotgun, pistol, revolver or other weapon, whether loaded or unloaded from which a shot may be discharged

b. "Mashantucket" means the Mashantucket (Western) Pequot Reservation, which shall include all lands held in trust by the United States of America for the benefit of the Mashantucket (Western) Pequot Tribe.

c. "Pistol" or "Revolver" means any Firearm having a barrel less than twelve inches in length.

d. "Police Chief, or his designee," means the Mashantucket Pequot Tribal Nation Chief of Police or that officer designated by the Chief of Police.

e. "Police Department" means the Mashantucket Pequot Police Department.

f. "Possess" means to have physical possession or otherwise to exercise dominion or control over tangible property.

g. "Temporary Connecticut State Permit" means a Connecticut state permit to carry a pistol or revolver that is effective for no longer than sixty (60) days and issued by the Police Chief as authorized under Connecticut law.

CHAPTER 3. TEMPORARY CONNECTICUT STATE PISTOL PERMITS

50 M.P.T.L. ch. 3 § 1

§ 1. Authority; & Issuance of Temporary Connecticut State Permits

a. Pursuant to the authority provided in TCR-062322-09 of 09, upon the application of any person twenty-one (21) years of age or older, having a bona fide residence within Mashantucket, the Police Chief may issue a Temporary Connecticut State Permit to such person to carry a Pistol or Revolver within

the state of Connecticut, provided the Police Chief finds that such person intends to make no use of any Pistol or Revolver which such person may be permitted to carry under such permit other than a lawful use and that such person is suitable to receive such permit.

b. The holder of a Temporary Connecticut State Permit issued pursuant this Law shall carry such permit upon one's person while carrying such Firearm.

50 M.P.T.L. ch. 3 § 2

§ 2. Application for Temporary Connecticut State Permit. Notice of Decision to Applicant.

Requests for Temporary Connecticut State Permits under ch. 3 § 1 of this Law shall be submitted to the Police Chief on application forms and pursuant to the processes consistent with the requirements set forth in C.G.S. Chapter 529.

50 M.P.T.L. ch. 3 § 3

§ 3. Fees for Temporary Connecticut State Pistol and Revolver permits.

a. The fee for each Temporary Connecticut State Permit issued under this Law pursuant to the authority provided in C.G.S. 29-28(b) shall be established by the State of Connecticut.

b. No fee or portion thereof paid under the provisions of this section for issuance or renewal of a permit shall be refundable except if such permit for which the fee or portion thereof was paid was not issued or renewed. The portion of the fee expended on the national criminal history records check for any such permit that was not issued or renewed shall not be refunded.

CHAPTER 4. RESTRICTIONS ON CARRY WITHIN MASHANTUCKET

50 M.P.T.L. ch. 4 § 1

§ 1. Location restrictions.

a. Except with the written authorization of Tribal Council, no person other than a Police Department officer may carry any firearm, including but not limited to a Pistol or Revolver, in any school, daycare, tribal gaming facility, museum or any other tribally-owned building or grounds used for tribal government operations and in any building where the building policy prohibits such carry.

b. Anyone in violation of this section may be subject to a civil fine that shall not exceed \$250.

Historical and Statutory Notes

Derivation.

Effective June 23, 2021, TCR062322-09 of 09, enacted the 50 M.P.T.L. "Firearms".

TITLE 51. MASHANTUCKET PEQUOT FAMILY AND MEDICAL LEAVE LAW

CHAPTER 1. TITLE; AUTHORITY; FINDINGS; & PURPOSE;

51 M.P.T.L. ch. 1 § 1

§ 1. Title; Authority;

The Title of this Law shall be the Mashantucket Pequot Family and Medical Leave Law. This Law is adopted pursuant to the inherent authority of the Mashantucket Pequot Tribal Council, the governing body of the Mashantucket Pequot Tribe, to regulate employment within the Reservation.

51 M.P.T.L. ch. 1 § 2

§ 2. Findings

The Mashantucket Pequot Tribe, through the Mashantucket Pequot Tribal Council, finds that:

a. The public policy of the Tribe is that all Employees working within Tribal territory be treated fairly in accordance with the Tribe's cultural values: that there be fair and appropriate employment practices including fair and comprehensive wages and benefits and fair and impartial procedures for resolving employment and labor relations issues. In furtherance of this public policy, the Tribe has adopted employment laws governing Tribal employment, and the Judicial Committee of the Tribal Council recently reviewed certain employment laws and policies applicable to all employers on the Reservation and developed a phased approach to formally address family and medical leave through the Mashantucket Employment Rights Office and the Tribal Court.

b. The Tribe, as an employer, provides employment to thousands of people on its Reservation through the Mashantucket Pequot Gaming Enterprise, the Mashantucket Pequot Museum & Research Center, Pequot Health Care, and other departments, divisions, entities or enterprises of the Tribe. ("Tribal Employers") The Tribe, as a government, has historically provided, through Tribal employment laws and policies, fair treatment to its Employees including comprehensive benefits and leave protections.

c. The Tribe believes that codifying, expanding, and strengthening the family and medical leave protections for Employees of the Tribe will promote important cultural values and strengthen the community.

d. Given the Tribe's inherent authority over employment on the Reservation, the Tribal regulation of employment on the Reservation, and the longstanding federal policy protecting tribal self-governance and promoting tribal self-sufficiency, the Tribe finds that the federal Family and Medical Leave Act ("FMLA") does not apply to the Tribal Employers. Application of the FMLA to the Tribal Employers would

substantially impair the ability of the Tribe to exercise its sovereign authority, including undermining Tribal employment laws.

e. The State of Connecticut lacks regulatory authority on the Reservation.

f. The Tribe has considered and determined that it is important to require Tribal Employers to provide Tribal Employees with reasonable leave for medical reasons, for the birth, placement, and care of a child, for the care of a family member who has a serious health condition, and to support and care for seriously injured or ill military family members.

51 M.P.T.L. ch. 1 § 3

§ 3. Purpose

The purpose of this Law is to provide leave and workplace protections to Eligible Employees who require time away from work to attend to family or medical issues.

CHAPTER 2. DEFINITIONS

51 M.P.T.L. ch. 2 § 1

§ 1. Definitions

a. "Child" means a biological, adopted, or foster child, a stepchild, a Tribal Member Dependent Child as defined under 46 M.P.T.L., a legal ward, or in the alternative, a child of an individual standing *in loco parentis*, or an individual to whom the Eligible Employee or Covered Servicemember, as appropriate, stood in *in loco parentis* when the individual was a child. A child may be of any age.

b. "Continuous Leave" means leave taken on consecutive workdays.

c. "Covered Active Duty" means duty during deployment of a member of the United States Armed Forces to a Foreign Country, provided that for the National Guard or Reserve Servicemembers, the deployment is under a United States government call or order to active duty in support of a contingency operation.

d. "Covered Servicemember" means:

- i. A current member of the United States Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or
- ii. A veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness and who was discharged

or released from the United States Armed Forces under conditions other than dishonorable at any time during the five (5) year period preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

e. "Eligible Employee" means an Employee of an Employer covered by this Law who has been employed:

- i. For at least six (6) consecutive months, as defined in the MERO's regulations, by the Employer with respect to whom leave under this Law is requested, for leave for the Employee's own serious health condition under Ch.3 § 1(a)(iv) or for leave for organ or bone marrow donation under Ch. 3 § 1(a)(v); and
- ii. For at least twelve (12) months and at least one thousand two hundred fifty (1,250) hours of service with such Employer during the twelve-month period immediately prior to the date leave under this Law is to commence, for any leave under this Law other than for the Employee's own serious health condition.

f. "Employ" means to permit to work.

g. "Employer" means the Mashantucket (Western) Pequot Tribe a/k/a Mashantucket Pequot Tribal Nation, including any arm, department, agency, subdivision, enterprise or organization within or wholly owned by the Tribe employing Employees on the Mashantucket Pequot Reservation. As to wholly owned tribal enterprises and organizations, this definition of Employer does not include such enterprises and organizations that do not have a principal place of business or are not headquartered on the Reservation.

h. "Employment Benefits" means all benefits provided or made available to Employees by the Employer, including, but not limited to, group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy or through an Employer sponsored Employee benefit plan.

i. "Family Member" means a spouse, sibling, child, grandchild, parent or grandparent.

j. "Foreign Country" means areas outside the United States or any Territory or possession of the United States, including international waters.

k. "Grandchild" means a grandchild related to an individual by blood, marriage, adoption by a child of the grandparent, or foster care by a child of the grandparent.

l. "Grandparent" means a grandparent related to an individual by blood, marriage, adoption of a minor child by a child of the grandparent, or foster care by a child of the grandparent.

m. "Health Care Provider" means:

- i. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the jurisdiction in which the doctor practices; or
- ii. Any other person determined by the MERO to be capable of providing health care services.

n. "*In loco parentis*" includes, but is not limited to, persons with day-to-day responsibilities to care for or financially support a child or, in the case of an Eligible Employee, who had such responsibility for the Employee when the Employee was a child. A biological or legal relationship is not necessary.

o. "MERO" means the Mashantucket Employment Rights Office as established and defined in 31 M.P.T.L.

p. "Next of Kin" means, when used with respect to an individual, the nearest blood relative of that individual.

q. "Outpatient Status" with respect to a Covered Servicemember means the status of a member of the U.S. Armed Forces assigned to:

- i. A military medical treatment facility as an outpatient; or
- ii. A unit established for the purpose of providing command and control of members of the U.S. Armed Forces receiving medical care as outpatients.

r. "Parent" means a biological parent, adoptive parent, stepparent, foster parent, parent-in-law or legal guardian of an Eligible Employee or an Eligible Employee's spouse, an individual standing *in loco parentis* to an Eligible Employee, or an individual who stood *in loco parentis* to the Eligible Employee when the Employee was a child.

s. "Reduced Schedule Leave" means a leave schedule that reduces the usual number of working hours per workweek, or hours per workday, of an Employee.

t. "Reservation" means the Mashantucket Pequot Reservation as that term is defined in 25 U.S.C. §1752(7) together with any lands held by the United States government in trust for the Tribe or any other area subject to the Tribe's jurisdiction.

u. "Right to Sue" means the cessation of case processing and release of jurisdiction by the MERO to permit the filing of a claim under this Law in Tribal Court.

v. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

- i. Inpatient care in a hospital, hospice, or residential medical care facility; or
- ii. Continuing treatment by a Health Care Provider.

w. "Serious Injury or Illness" means an injury or illness incurred or aggravated in the line of duty on active duty in the U.S. Armed Forces that may render a Covered Servicemember, medically unfit to perform the duties of their office, grade, rank, or rating, and for a veteran, manifested itself before or after the member became a veteran.

x. "Sibling" means a biological sibling, half-sibling, step-sibling, adopted sibling, foster sibling, or sibling-in-law of the Eligible Employee or the Eligible Employee's spouse.

y. "Spouse" means a party to a marriage or a partner of a civil union where the marriage or civil union is legal in the jurisdiction in which it was performed.

z. "Tribal Court" means the Mashantucket Pequot Tribal Court.

aa. "Tribe" means the Mashantucket (Western) Pequot Tribe, also known as the Mashantucket Pequot Tribal Nation.

CHAPTER 3. LEAVE REQUIREMENT

51 M.P.T.L. ch. 3 § 1

§ 1. General Provisions

a. Entitlement to Leave. An Eligible Employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- i. Because of the birth of a Child of the Employee and in order to care for such Child;
- ii. Because of the placement of a Child with the Employee for adoption or foster care;
- iii. In order to care for a Family Member of the Employee, if such Family Member has a Serious Health Condition;
- iv. Because of a Serious Health Condition that makes the Employee unable to perform the functions of the position of such Employee;

- v. In order to serve as an organ or bone marrow donor; or
- vi. Because of any qualifying exigency (as the MERO shall, by regulation, determine) arising out of the fact that the Family Member of the Employee is on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty).

b. Servicemember Caregiver Leave. An Eligible Employee who is the Family Member, or Next of Kin of a Covered Servicemember with a Serious Injury or Illness shall be entitled to a total of 26 workweeks of leave during a single 12-month period beginning on the first day of Servicemember Caregiver leave. An Eligible Employee is entitled to a combined total of 26 workweeks of leave for any qualifying reasons under this Law during the single 12-month period, provided the Employee is entitled to no more than 12 or 14 workweeks, as applicable, for the reasons in Ch. 3 § 1(a).

c. Expiration of Entitlement. The entitlement to leave under Ch. 3 § 1(a) (i) or (ii) above for a birth or placement of a Child shall expire at the end of the 12-month period beginning on the date of such birth or placement.

d. Additional Leave. If the 12 workweeks of leave under Ch. 3 § 1(a) are exhausted, an Eligible Employee shall be entitled to two (2) additional workweeks of continuous leave during the 12-month period, because of a Serious Health Condition that makes the Employee unable to perform the functions of the position of such Employee.

51 M.P.T.L. ch. 3 § 2

§ 2. Intermittent or Reduced Schedule Leave

a. In General. Leave under Ch. 3 § 1(a) (i) or (ii) shall not be taken by an Employee intermittently or on a reduced schedule unless the Employee and the Employer of the Employee agree otherwise. Subject to Ch. 3 § 5(b) and Ch. 4 § 2(e), (f) or (g), as appropriate, leave under § Ch. 3 § 1(a) (iii), (iv) or (v), or Ch. 3 § 1(a) (b), may be taken intermittently or on a reduced schedule when medically necessary. Subject to Ch. 3 § 5(c) and Ch. 4 § 2(e), leave under Ch. 3 § 1(a) (vi) may be taken intermittently or on a reduced schedule. The taking of leave intermittently or on a reduced schedule pursuant to this paragraph shall not result in a reduction in the total amount of leave to which the Employee is entitled under Ch. 3 § 1 beyond the amount of leave actually taken. Leave under Ch. 3 § 1(d) shall not be taken intermittently or on a reduced schedule.

b. Alternative Position. If an Employee receives intermittent leave, or leave on a reduced schedule, that is foreseeable based on planned medical treatment, the Employer may require such Employee to transfer temporarily to an available alternative position offered by the Employer for which the Employee is qualified and that:

- i. Has equivalent pay and benefits; and
- ii. Better accommodates recurring periods of leave than the regular employment position of the Employee.

51 M.P.T.L. ch. 3 § 3

§ 3. Unpaid Leave Permitted

Except as provided in Ch. 3 § 4, leave granted under Ch. 3 § 1 or Ch. 3 § 2 above may consist of unpaid leave. Where an Employee is otherwise exempt under applicable wage and hour law, the compliance of an Employer with this Law by providing unpaid leave shall not affect the exempt status of the Employee.

51 M.P.T.L. ch. 3 § 4

§ 4. Relationship to Paid Leave

a. **Unpaid Leave.** If an Employer provides paid leave for fewer than 12 or 14 workweeks, as applicable, under Ch. 3 § 1(a) and Ch. 3 § 1(d), or 26 workweeks in the case of leave provided under Ch. 3 § 1(b), the additional weeks of leave necessary to attain the 12, 14, or 26 workweeks, as appropriate, required under this Law may be provided without compensation.

b. Substitution of Paid Leave

- i. **In General.** An Eligible Employee may elect, or an Employer may require, substitution of any accrued paid time off of the Employee for leave provided under Ch. 3 § 1(a)(i), (ii), (iii) or (vi) for any part of the 12-week period, Ch. 3 § 1(b) for any part of the 26-week period, or Ch. 3 § 1(d) for any part of the two (2) week period.
- ii. **Serious Health Condition or Organ or Bone Marrow Donor.** An Eligible Employee may elect, or an Employer may require, the substitution of any accrued paid time off of the Employee for leave provided under Ch. 3 § 1(a)(iii), (iv) or (v) for any part of the 12 week period, Ch. 3 § 1(b) for any part of the 26 week period, or Ch. 3 § 1(d) for any part of the two (2) week period, provided that nothing in this Law shall require an Employer to provide paid sick leave or paid medical leave in any situation in which such Employer would not normally provide any such paid leave.
- iii. **Paid Leave Reserve.** An Eligible Employee may retain not less than two (2) weeks of paid, accrued leave, provided that an Employer may prescribe the type of paid leave retained through a uniform policy.

§ 5. Foreseeable Leave

a. Notice for Leave for Expected Birth or Placement of a Child. In any case in which the necessity for leave under Ch. 3 § 1(a)(i) or (ii) is foreseeable based on an expected birth or placement, the Employee shall provide the Employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the Employee's intention to take such leave, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the Employee shall provide such notice as soon as is practicable.

b. Duties of Employee for Planned Medical Treatment. In any case in which the necessity for leave under Ch. 3 § 1(a)(iii), (iv), or (v); Ch. 3 § 1(b); or Ch. 3 § 1(d) is foreseeable based on planned medical treatment, the Employee:

- i. Shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the Health Care Provider of the Employee or the Health Care Provider of the Family Member, or Covered Servicemember; and
- ii. Shall provide the Employer with not less than thirty (30) days' notice, before the date the leave is to begin, of the Employee's intention to take leave under the applicable subparagraph, except that if the date of the treatment requires leave to begin in less than thirty (30) days, the Employee shall provide such notice as soon as is practicable.

c. Notice for Leave Due to Covered Active Duty of Family Member. In any case in which the necessity for leave under Ch. 3 § 1(a)(vi) is foreseeable, the Employee shall provide reasonable notice to the Employer as soon as practicable.

§ 6. Spouses Employed by the Same Employer

In any case in which both Spouses are employed by the same Employer and both are entitled to leave under Ch. 3 § 1, each is entitled to their full leave entitlement under Ch. 3 § 1.

CHAPTER 4. CERTIFICATION

§ 1. In General

An Employer may require that a request for leave under Ch. 3 § 1(a) (iii), (iv), or (v); Ch. 3 § 1(b); or Ch. 3 § 1(d) be supported by a certification issued by the Health Care Provider of the Eligible Employee or of the Family Member of the Employee, or the Servicemember for whom the Employee is the Next of Kin, as appropriate. The Employee shall provide, in a timely manner, a copy of any required certification to the Employer.

51 M.P.T.L. ch. 4 § 2

§ 2. Sufficient Certification

Certification provided under Ch. 3 § 1(a) (iii), (iv), or (v) or Ch. 3 § 1(d) shall be sufficient if it states:

- a. The date on which the Serious Health Condition commenced;
- b. The probable duration of the Serious Health Condition;
- c. The appropriate medical facts within the knowledge of the Health Care Provider regarding the Serious Health Condition;
- d.
 - i. For purposes of leave under Ch. 3 § 1(a) (iii), a statement that the Eligible Employee is needed to care for the Family Member and an estimate of the amount of time that such Employee is needed to care for the Family Member;
 - ii. For purposes of leave under Ch. 3 § 1(a) (iv), a statement that the Employee is unable to perform the functions of the position of the Employee; or
 - iii. For purposes of leave under Ch. 3 § 1(a) (v), and in lieu of Ch. 4 § 2(a), (b), and (c), a statement that the Eligible Employee is donating an organ or bone marrow, with an approximate donation date and estimated duration of leave.
- e. In the case of certification for intermittent leave, or leave on a reduced schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- f. In the case of certification for intermittent leave, or leave on a reduced schedule, under Ch. 3 § 1(a) (iv) or (v), a statement of the medical necessity for the intermittent leave or leave on a reduced schedule, and the expected duration of the intermittent or reduced schedule leave;
- g. In the case of certification for intermittent leave, or leave on a reduced schedule, under Ch. 3 § 1(a) (iii), a statement that the Employee's intermittent leave or leave on a reduced schedule is necessary

for the care of the Family Member who has a Serious Health Condition, or will assist in the recovery, and the expected duration and schedule of the intermittent or reduced schedule leave; or

h. In the case of certification related to Covered Active Duty, any certification required by MERO regulation.

51 M.P.T.L. ch. 4 § 3

§ 3. Second Opinion

a. **In General.** In any case in which the Employer has reason to doubt the validity of the certification provided under Ch. 4 § 1 for leave under Ch. 3 § 1(a)(iii) or (iv), or Ch. 3 § 1(d), the Employer may require, at the expense of the Employer, that the Eligible Employee obtain the opinion of a second Health Care Provider designated or approved by the Employer concerning any information certified under Ch. 4 § 2 for such leave.

b. **Limitations.** A Health Care Provider designated or approved under Ch. 4 § 3(a) shall not be employed on a regular basis by the Employer.

51 M.P.T.L. ch. 4 § 4

§ 4. Resolution of Conflicting Opinions

a. **In General.** In any case in which the second opinion obtained pursuant to Ch. 4 § 3 differs from the opinion in the original certification provided under Ch. 4 § 1, the Employer may require, at the expense of the Employer, that the Employee obtain the opinion of a third Health Care Provider designated or approved jointly by the Employer and the Employee concerning the information certified under Ch. 4 § 2.

b. **Finality.** The opinion of the third Health Care Provider concerning the information certified under Ch. 4 § 2 shall be considered to be final and shall be binding on the Employer and the Employee.

51 M.P.T.L. ch. 4 § 5

§ 5. Subsequent Recertifications

For certifications provided under Ch. 3 § 1(a)(iii) or (iv), the Employer may require that the Eligible Employee obtain subsequent recertification on a reasonable basis.

CHAPTER 5. EMPLOYMENT & BENEFITS PROTECTION

51 M.P.T.L. ch. 5 § 1

§ 1. Restoration to Position

a. **In General.** Except as provided in Ch. 5 § 2, any Eligible Employee who takes leave under Chapter 4 for the intended purpose of the leave shall be entitled, on return from such leave:

- i. To be restored by the Employer to the position of employment held by the Employee when the leave commenced; or
- ii. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

b. **Benefits.** The taking of leave under Chapter 4 shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

c. **Limitations.** Nothing in this section shall be construed to entitle any restored Employee to:

- i. The accrual of any seniority or employment benefits during any period of leave; or
- ii. Any right, benefit, or position of employment other than any right, benefit, or position to which the Employee would have been entitled had the Employee not taken the leave.

d. **Certification.** As a condition of restoration under Ch. 5 § 1(a) for an Employee who has taken leave under Ch. 3 § 1(a)(iv) or (v) or Ch. 3 § 1(d), the Employer may have a uniformly applied practice or policy that requires each such Employee to receive certification from the Employee's Health Care Provider that the Employee is able to resume work, except that nothing in this paragraph shall supersede a valid collective bargaining agreement entered into under Mashantucket Pequot Tribal Law that governs the return to work of such Employee.

e. **Construction.** Nothing in this subsection shall be construed to prohibit an Employer from requiring an Employee on leave under Chapter 3 to report periodically to the Employer on the status and intention of the Employee to return to work.

51 M.P.T.L. ch. 5 § 2

§ 2. Exemption Regarding Highly Compensated Employees

a. **Denial of Restoration.** An Employer may deny restoration under Ch. 5 § 1 to any highly compensated Eligible Employee if:

- i. Such denial is necessary to prevent substantial and grievous economic injury to the operations of the Employer;
- ii. The Employer notifies the Employee of the intent of the Employer to deny restoration on such basis at the time the Employer determines that such economic injury would occur; and
- iii. In any case in which the leave has commenced, the Employee elects not to return to employment after receiving such notice.

b. For purposes of Ch. 5 § 2(a), a highly compensated Eligible Employee is a salaried Eligible Employee who is among the highest paid ten percent (10%) of the Employees employed by the Employer.

CHAPTER 6. MAINTENANCE OF HEALTH BENEFITS

51 M.P.T.L. ch. 6 § 1

§ 1. Coverage

Except as provided in Ch. 6 § 2, during any period that an Eligible Employee takes leave under Chapter 3, the Employer shall maintain coverage under any "group health plan" (as defined in Section 5000(b)(1) of the Internal Revenue Code of 1986) for the duration of such leave at the level and under the conditions coverage would have been provided if the Employee had continued in employment continuously for the duration of such unpaid leave.

51 M.P.T.L. ch. 6 § 2

§ 2. Failure to Return from Leave

The Employer may recover from the Employee the premium that the Employer paid for maintaining coverage for the Employee under such group health plan during any period of unpaid leave under Chapter 3 if:

- a. The Employee fails to return from leave under Chapter 3 after the period of leave to which the Employee is entitled has expired; and
- b. The Employee fails to return to work for a reason other than:
 - i. The continuation, recurrence, or onset of a Serious Health Condition, or Serious Injury or Illness under Ch. 3 § 1(b), that entitles the Employee to leave under Ch. 3 § 1(a)(iii) or (iv), Ch. 3 § 1(b), or Ch. 3 § 1(d); or

ii. Other circumstances beyond the control of the Employee.

51 M.P.T.L. ch. 6 § 3

§ 3. Certification of Inability to Return to Work

a. **Issuance.** An Employer may require that a claim that an Employee is unable to return to work because of the continuation, recurrence, or onset of the Serious Health Condition, or Serious Injury or Illness under Ch. 3 § 1(b), described in Ch. 6 § 2(i), be supported by:

i. A certification issued by the Health Care Provider of the Family Member, or Covered Servicemember, as appropriate, in the case of an Employee unable to return to work because of a condition specified in Ch. 3 § 1(a)(iii) or Ch. 3 § 1(b); or

ii. A certification issued by the Health Care Provider of the Eligible Employee, in the case of an Employee unable to return to work because of a condition specified in Ch. 3 § 1(a)(iv) or Ch. 3 § 1(d).

b. **Copy.** The Employee shall provide, in a timely manner, a copy of such certification to the Employer.

c. Sufficiency of Certification.

i. **Leave Due to a Serious Health Condition of Employee.** The certification described in Ch. 6 § 3(a)(ii) shall be sufficient if the certification states that a Serious Health Condition prevented the Employee from being able to perform the functions of the position of the Employee on the date that the leave of the Employee expired.

ii. **Leave Due to a Serious Health Condition of Family Member.** The certification described in Ch. 6 § 3(a)(i) for leave under Ch. 3 § 1(a)(iii) shall be sufficient if the certification states that the Employee is needed to care for the Family Member who has a Serious Health Condition on the date that the leave of the Employee expired.

CHAPTER 7. PROHIBITED ACTS

51 M.P.T.L. ch. 7 § 1

§ 1. Interference with Rights

a. **Exercise of Rights.** It shall be unlawful for any Employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this Law.

b. **Discrimination.** It shall be unlawful for any Employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this Law.

c. **Interference with Proceedings or Inquiries.** It shall be unlawful for any person to discharge or in any other manner discriminate against any individual because such individual:

- i. has filed any claim, or has instituted or caused to be instituted any proceeding, under or related to this Law;
- ii. has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this Law; or
- iii. has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this Law.

CHAPTER 8. NOTICE

51 M.P.T.L. ch. 8 § 1

§ 1. Notice

a. Employers shall post and keep posted, in conspicuous places on the premises of the Employer where notices to Employees and applicants for employment are customarily posted, or if the Employer customarily provides information by electronic means, electronically on an internal or external website accessible to Employees and applicants, a notice, to be prepared or approved by the MERO, setting forth excerpts from, or summaries of, the pertinent provisions of this Law and information pertaining to the filing of a claim.

b. If the Employer willfully violates this Section, the MERO may assess a civil money penalty not to exceed \$100.00 for each separate offense.

CHAPTER 9. CLAIM FILING & MANDATORY CONCILIATION

51 M.P.T.L. ch. 9 § 1

§ 1. Claim Filing

a. An individual may bring a claim on their own behalf alleging a violation of this Law by filing a claim under oath with the MERO, on a form designated for such filing by the MERO, within one hundred and eighty (180) calendar days of the alleged violation, setting forth the facts of the alleged violation and provisions of this Law believed to be violated.

b. If an Employee has been subject to disciplinary action as defined in 8 M.P.T.L., and receives a Board of Review or arbitration decision under 8 M.P.T.L., the Employee is barred from instituting an action under this Law. An Employee who would otherwise be eligible to proceed under 8 M.P.T.L., who files a claim under this Law is barred from instituting or proceeding with a claim under 8 M.P.T.L. after the commencement of the conciliation conference provided in Ch. 9 § 2.

c. A claim filed with the MERO shall be docketed by the MERO, which shall provide a copy of the claim to the Employer.

51 M.P.T.L. ch. 9 § 2

§ 2. Mandatory Conciliation

a. The MERO shall schedule a mandatory conciliation conference within twenty-one (21) days of the date of filing of the claim.

b. The parties are required to attend the mandatory conciliation conference. Postponements will be granted only for good cause shown.

c. A conciliation agreement may include any of the remedies that may be awarded by the Tribal Court pursuant to this Law.

d. A conciliation agreement signed by the parties and approved by the MERO is final and binding upon the parties.

e. If within ninety (90) business days of the date of the filing of the claim, a pending claim is not resolved through conciliation, the MERO shall issue a Right to Sue notice to the claimant. Nothing herein precludes the MERO from issuing a Right to Sue notice or dismissal earlier if warranted by the circumstances.

CHAPTER 10. JURISDICTION

51 M.P.T.L. ch. 10 § 1

§ 1. Limited Waiver of Immunity from Suit

The Tribe hereby expressly waives its immunity and the immunity of any arm, department, agency, subdivision, enterprise or organization within or wholly owned by the Tribe and considered an Employer under this Law from suit in the Tribal Court for actions arising under this Law. This waiver of immunity from suit is expressly limited to suits in the Tribal Court and as otherwise limited under this Law, including, but not limited to, the mandatory MERO conciliation requirement.

51 M.P.T.L. ch. 10 § 2

§ 2. Tribal Court Jurisdiction

The Tribal Court is hereby granted jurisdiction over claims arising under this Law, provided that prior to filing with the Tribal Court, the administrative process provided in this Law has been exhausted. The administrative process is considered exhausted at the earlier of the MERO's dismissal of a claim, issuance of a Right to Sue notice or one hundred eighty (180) calendar days after a claim is filed with the MERO.

**CHAPTER 11. ENFORCEMENT OF MASHANTUCKET PEQUOT FAMILY & MEDICAL LEAVE
LAW RIGHTS**

51 M.P.T.L. ch. 11 § 1

§ 1. Statute of Limitations

An action may be initiated in Tribal Court within two (2) years of the alleged violation (except that a claim arising out of a willful violation may be filed within three (3) years of the alleged violation) if the administrative process has been exhausted. If a claimant fails to file an action within the two (2) or three (3) year period, as applicable, or fails to exhaust the administrative process, the claimant shall lose the right to bring an action in Tribal Court under this Law.

51 M.P.T.L. ch. 11 § 2

§ 2. Initiating an Action

To initiate an action in Tribal Court, the claimant is required to file with the Tribal Court and serve on the Employer and the MERO in accordance with the Rules of the Court:

- a. A complaint setting forth the identity of the Employer, allegations of fact and the provisions of this Law believed to be violated, provided that a claim filed with the MERO may be filed as the complaint;
- b. A copy of the MERO dismissal, Right to Sue notice or a statement that one hundred eighty (180) days from filing the claim with the MERO passed without a Right to Sue notice having been issued; and

c. Any other documents required by the Tribal Court.

51 M.P.T.L. ch. 11 § 3

§ 3. No Individual Liability

All actions arising under this Law must be brought against the Employer, and not any individual officer, agent or Employee of the Employer. There shall be no individual personal liability assessed under this Law.

51 M.P.T.L. ch. 11 § 4

§ 4. Deferral to MERO

If the MERO dismissed the claim or the MERO's Right to Sue notice indicates a person's failure to appear at a mandatory conciliation without good cause, the Tribal Court may defer processing of the complaint and order the parties to attend a conciliation conference before the MERO or take such other action as is warranted under the circumstances.

51 M.P.T.L. ch. 11 § 5

§ 5. No Jury Trial; No Costs to Tribe

All complaints under this Law shall be tried to the Tribal Court and not to a jury. No costs shall be taxed against the Tribe.

51 M.P.T.L. ch. 11 § 6

§ 6. Standard of Proof

An Employee shall be required to prove the elements of the complaint by a preponderance of the evidence, and the Employer shall be required to prove by a preponderance of the evidence any affirmative defense.

51 M.P.T.L. ch. 11 § 7

§ 7. Interpretation of Law

When interpreting this Law, the MERO and the Tribal Court shall follow Tribal Law and precedent and may be guided by similar federal law and decisions.

51 M.P.T.L. ch. 11 § 8

§ 8. MERO Enforcement Action

The MERO may bring an action in Tribal Court to enforce a conciliation agreement no later than one (1) year after the last act required by the agreement. No filing fee is required to be paid to the Tribal Court by the MERO. The MERO shall file with the Tribal Court a copy of the

conciliation agreement within thirty (30) days after the enforcement action is filed with the Tribal Court. The Tribal Court shall enforce the conciliation agreement absent terms that are in direct conflict with Tribal Law. Conciliation agreements shall not be included in the public record.

51 M.P.T.L. ch. 11 § 9

§ 9. No Waiver of Sovereign Immunity

Nothing provided in this Law shall be construed to be a waiver of the sovereign immunity of the Tribe, the Mashantucket Pequot Gaming Enterprise, a tribal enterprise, or an Employee, servant, or agent thereof, from suit in state or federal court or in any action before any state or federal agency, or in any other forum or context not provided for in this Law.

51 M.P.T.L. ch. 11 § 10

§ 10. Appeals

Any decision by the Tribal Court may be appealed to the Mashantucket Pequot Court of Appeals. Any decision of the Court of Appeals shall be final.

CHAPTER 12. REMEDIES

51 M.P.T.L. ch. 12 § 1

§ 1. Sole and Exclusive Remedies

If an individual proves by a preponderance of the evidence that their Employer engaged in a prohibited act as defined in Chapter 7 of this Law, the Tribal Court may grant any one or a combination of the remedies set forth herein, and these shall be the Employee's sole and exclusive remedies:

a. Payment of wages, salary or Employment Benefits lost by such Employee by reason of the Employer's violation of this Law, plus interest at the prevailing rate; or

b. In a case in which wages, salary, and/or Employment Benefits have not been denied or lost to such Employee, any actual monetary losses sustained by the Employee as a direct result of the violation, such as the cost of providing care, up to a sum equal to 12 or 14 weeks, as applicable, as provided in Ch. 3 § 1(a), or 26 weeks, as provided in Ch. 3 § 1(b), of wages or salary for such Employee, plus interest at the prevailing rate.

c. Liquidated damages in an amount equal to the above compensatory damages if the Employee proves by a preponderance of the evidence that the act or omission leading to the violation of this Law was made in bad faith.

d. Reinstatement of such Employee, either into the same position or into a comparable position that such Employee is qualified to hold that is of equivalent status, wages and benefits, as determined by the Court.

51 M.P.T.L. ch. 12 § 2

§ 2. Attorney's Fees and Costs

Reasonable attorney's fee and costs may be awarded to the prevailing party; provided that if the Employee is the prevailing party, the Employee proves by a preponderance of the evidence that the Employer's violation of this law was willful, and if the Employer is the prevailing party, the Employer proves by a preponderance of the evidence that the Employee's claim was frivolous and without merit.

CHAPTER 13. ADDITIONAL BENEFITS OR RIGHTS/COLLECTIVE BARGAINING AGREEMENTS

51 M.P.T.L. ch. 13 § 1

§ 1. Additional Benefits or Rights

Nothing in this Law shall be construed to discourage Employers from providing family or medical leave benefits or rights that are more generous than those required by this Law. No claim or action alleging a denial of any such additional family or medical leave benefits or rights may be brought under this Law.

51 M.P.T.L. ch. 13 § 2

§ 2. Collective Bargaining Agreements

a. **More Protective.** Nothing in this Law shall be construed to diminish the obligation of an Employer to comply with any collective bargaining agreement made under Mashantucket Pequot Tribal Law that provides greater family or medical leave rights to Employees than the rights established under this Law.

b. **Less Protective.** The rights established for Eligible Employees under this Law or any amendment made by this Law shall not be diminished by any collective bargaining agreement entered into pursuant to Mashantucket Pequot Tribal Law.

CHAPTER 14. REGULATIONS

51 M.P.T.L. ch. 14 § 1

The MERO shall prescribe such regulations as are necessary to carry out this Law not later than one hundred eight (180) calendar days after enactment.

CHAPTER 15. EFFECTIVE DATE

51 M.P.T.L. ch. 15 § 1

This Law shall be effective as of October 1, 2023~~upon enactment by the Mashantucket Pequot Tribal Council.~~

Historical and Statutory Notes

Derivation.

Effective January 12, 2023, TCR011223-05 of 07, enacted the 51 M.P.T.L. "Mashantucket Pequot Family & Medical Leave Law".

Effective March 23, 2023, TCR032323-03 of 03, amends 51 M.P.T.L. to make the effective date October 1, 2023.

TITLE 52. MASHANTUCKET PEQUOT MINOR BENEFITS PROGRAM

52 M.P.T.L. § 1

§ 1. Findings, Purpose and Authority

a. The Tribe finds that:

- i. As enrolled Tribal Member youth transition to adulthood, it is important to provide financial assistance to help them become self-supporting whether through education, job or skills training or establishing a household; and
- ii. It is the policy of the Tribe to assure the essential welfare of its members by providing financial assistance to meet its members' needs at various stages of life; and
- iii. While the Tribe has programs directed toward financial assistance for Elders and adult Tribal Members, it presently does not have a program directed to Tribal Member youth and their transition to adulthood.

b. The purpose of this law is to provide Indian General Welfare Benefits to Tribal Member youth pursuant to the Mashantucket Pequot Minor Benefits Program. This program is administered under specified guidelines that do not discriminate in favor of the governing body of the Tribe and are available to every enrolled Tribal Member who meets the guidelines. These Indian General Welfare Benefits are for the promotion of general welfare, are not lavish and extravagant, and are not compensation for services.

c. The Tribe enacts this law pursuant to its inherent authority and responsibility to regulate public health, well-being and safety within its territory and for its membership.

52 M.P.T.L. § 2

§ 2. Definitions

a. "Administrator" means the Chief Financial Officer of the Mashantucket Pequot Tribe or their Designee, or such other officer as may subsequently be appointed by the Tribal Council to make determinations of eligibility under this law.

b. "Good Standing" means not banished, and this includes any form of banishment such as temporary, suspension, or permanent.

c. "Minor Benefits" means non-taxable benefits provided to Participants pursuant to this law, directly or indirectly, by payment or reimbursement, in cash or in property or provision of services, which meet the requirements set forth in 26 U.S.C. Section 139E (Non-Taxable Benefit). The total amount of the Minor Benefits, shall be determined by the Mashantucket Pequot Tribal Council, from time to time and shall be in an amount to promote general welfare and not lavish and extravagant. Minor Benefits paid due to the death of a Participant

pursuant to Section 6 of this law consist of the monies paid into the Restricted Fund on the Participant's behalf up to the date of Participant's death.

d. "Participant" means an enrolled Tribal Member of the Mashantucket Pequot Tribal Nation in Good Standing who is under the age of eighteen (18).

e. "Restricted Fund" means an account established by the Mashantucket Pequot Tribal Council to hold funds, which have been deposited annually, in an amount determined by the Mashantucket Pequot Tribal Council for each Participant.

f. "Tribal Court" means the Mashantucket Pequot Tribal Court established by 1 M.P.T.L. Ch. 1 § 1.

g. "Tribe" means the Mashantucket (Western) Pequot Tribe also known as the Mashantucket Pequot Tribal Nation.

h. "Youth Benefit Distribution Form" means a form created by the Administrator to be filled out by Participant and submitted to the Administrator in order to receive their Minor Benefits distribution.

52 M.P.T.L. § 3

§ 3. Eligibility

a. All enrolled members of the Mashantucket Pequot Tribal Nation in Good Standing who are under the age of eighteen (18) may participate in this Minor Benefits Program.

b. The Mashantucket Pequot Tribal Clerk shall notify the Administrator of newly enrolled minors, their date of birth and date of enrollment, as they become enrolled.

c. The Mashantucket Pequot Tribal Clerk will notify the Administrator of newly banished Tribal Members and those who have been reinstated, as they are banished or reinstated.

d. The Administrator is authorized to request and receive additional information from the Tribal Clerk or the Tribal Elders Council as may be required to verify eligibility under this law.

e. In the event that the Administrator determines an individual is not eligible to be a Participant in this Minor Benefits Program under this Section, the Administrator shall provide a written explanation of the determination setting forth the reason(s) for the determination to the parents or legal guardian of the minor Tribal Member, and if they do not agree with such determination, an appeal of the Administrator's decision may be filed with the Finance Committee of the Mashantucket Pequot Tribal Council, which will review the Administrator's determination and decide whether to uphold, reverse, or modify the determination. The Finance Committee can only reverse or modify the Administrator's determination of ineligibility if there is clear and convincing evidence that the minor is a Tribal Member in Good Standing and under the age of eighteen (18). The Finance Committee shall set forth its Final Decision in writing. If an individual is aggrieved by the Final Decision of the Finance

Committee, an appeal may be filed in the Tribal Court in accordance with Section 4 of this law.

52 M.P.T.L. § 4

§ 4. Tribal Court Review of Finance Committee's Decision

a. Right to Appeal.

The Final Decision issued by the Finance Committee may be appealed to the Tribal Court in accordance with 40 M.P.T.L. ch. 3. A written appeal on a form provided by the Tribal Court Clerk must be submitted to the Tribal Court. Claims shall be brought only against the Tribe, and there shall be no separate cause of action against any division, agency, committee, office, entity or instrumentality of the Tribe, or against any officer, agent, servant or employee of the Tribe. All appeals under this law shall be heard by the court, not a jury. A fifty dollar (\$50.00) filing fee is required to be paid to the Tribal Court for such an appeal. No costs shall be taxed against the Tribe.

b. Tribal Court Standard of Review.

The Tribal Court shall review the Final Decision of the Finance Committee pursuant to the standards set forth in 40 M.P.T.L.

c. Court of Appeals.

Pursuant to the 40 M.P.T.L, decisions by the Tribal Court may be appealed to the Mashantucket Pequot Court of Appeals. Any decision of the Court of Appeals shall be final.

52 M.P.T.L. § 5

§ 5. Payment of Minor Benefits, Forfeiture of Benefits, Recovery of Excess Payments

a. Payment of Minor Benefits.

The Administrator, unless provided otherwise herein, shall ensure that Minor Benefits are annually set aside in the Restricted Fund for every eligible Participant. Payment of Minor Benefits shall be made as follows:

- i. The Administrator shall disburse Minor Benefits under this law through such means as may be feasible and efficient in their sole discretion.
- ii. A Participant who is eligible for Minor Benefits under this law will receive the Minor Benefits held in the Restricted Fund when they reach the age of twenty-five (25) upon submission of the Youth Benefit Distribution Form to the Administrator. The Administrator shall make available to all members the Youth Benefit Distribution Form and shall send a notice to Participants who reach the age of 25 concerning this requirement.
- iii. The Participant shall have five (5) years and one day from their 25th birthday to submit the Youth Benefit Distribution Form to the Administrator and request distribution of Minor Benefits.

- iv. If the Participant fails to submit a Youth Benefit Distribution Form to the Administrator in accordance with Section 5(a)(iii) above, their Minor Benefits will be forfeited in accordance with Section §5(b) below.
- v. In the event that a Participant is no longer in Good Standing, any Minor Benefits will only consist of monies paid into the Restricted Fund on their behalf for the time they were a Participant in Good Standing. In the event that an individual is not in Good Standing during the payment period provided in Section 5(a)(iii) above, the Minor Benefits will be forfeited in accordance with Section 5(b)(ii) below.

b. Forfeiture of Benefits.

- i. If a properly executed Youth Benefit Distribution Form is not received by the Administrator within the period provided in Section 5(a)(iii) above, the Administrator shall notify the Tribal Council and shall send a notice to the Participant's address on file with the Tribal Clerk's office giving them three (3) additional months to submit the Youth Benefit Distribution Form prior to forfeiture. If a properly executed Youth Benefit Distribution Form is not received by the Administrator within this period, the Minor Benefits will be forfeited, and the Administrator shall send a second notice informing the Participant that the Minor Benefits have been forfeited.
- ii. If a Participant is not in Good Standing during the payment period provided in Section 5(a)(iii) above, the Administrator shall notify the Tribal Council and shall send a notice to the Participant's address on file with the Tribal Clerk's office informing them that their Minor Benefits have been forfeited.
- iii. An individual subject to forfeiture may, within thirty (30) days of notice of forfeiture, challenge the forfeiture by filing an appeal with the Finance Committee of the Mashantucket Pequot Tribal Council, which will review the Administrator's actions as required by this Section and decide whether to uphold, reverse, or modify forfeiture of benefits. The Finance Committee can only reverse or modify a forfeiture pursuant to Section 5(b)(i) above if there is clear and convincing evidence that a Youth Benefit Distribution Form was properly and timely submitted or that the Administrator failed to comply with the notice requirements of Section 5(b)(i) above. The Finance Committee can only reverse or modify a forfeiture pursuant to Section 5(b)(ii) above if there is clear and convincing evidence that the individual was in Good Standing during the payment period provided in Section 5(a)(iii) above, provided evidence of such Good Standing to the Administrator prior to the notice of forfeiture, and was not permitted to timely and properly submit a Youth Benefit Distribution Form. The Finance Committee shall set forth its Final Decision in writing.
- iv. If an individual is aggrieved by the Final Decision of the Finance Committee, an appeal may be filed in the Mashantucket Pequot Tribal Court in accordance with Section 4 of this law.

c. Recovery of Excess Payments.

In the event that the Administrator determines that a Participant has received Minor Benefits under this law in excess of the amount to which such Participant was properly entitled, the Administrator shall make demand for return of such excess payment and unless such demand is satisfied within thirty (30) days of notice to the Participant, the Administrator may:

- i. offset such excess payments against any future benefits that may be payable to the Participant from the Tribe, or
- ii. commence an action in Tribal Court to recover such excess payment.

52 M.P.T.L. § 6

§ 6. Death of Participant

a. The Participant may, upon reaching the age of eighteen (18) or thereafter, complete and file with the Administrator a Benefit Successor Form to designate a beneficiary and identify contingent beneficiaries to receive their Minor Benefits in the event that said Participant dies before requesting distribution of their benefits. The Minor Benefits consisting of the monies that had been paid into the Restricted Fund on the Participant's behalf up to the date of Participant's death or their 18th birthday, whichever first occurs, shall be paid to the designated beneficiary upon the death of a Participant.

b. If Participant who is over the age of eighteen (18) fails to complete and file a Benefit Successor Form and the Participant is married at the time of death, the Minor Benefits shall be paid to the spouse of the Participant upon the Participant's death.

c. If a Participant is unmarried at the time of their death, over the age of eighteen (18), and has failed to file a Benefit Successor Form, their Minor Benefits shall be added to the Participant's eldest enrolled tribal child's Minor Benefits to be paid out in accordance with §5 above. In the event the Participant does not have any enrolled tribal children, it shall be deposited in the Tribe's General Fund.

d. The Minor Benefits shall be paid to the parents or legal guardians of the Participant upon the death of a Participant under the age of eighteen (18) with the following exceptions:

- i. If the parents are divorced, the Minor Benefits shall be paid to the custodial parent or guardian.
- ii. If the parents are divorced and the parents share joint custody, they shall be paid to the parent who is a Tribal Member. In the event that both parents are Tribal Members, the Minor Benefit shall be split equally between both Tribal Member parents.
- iii. In the event that the Participant was in foster care at the date of death, the funds shall be deposited in the Tribe's General Fund.

e. All Minor Benefits paid under this Section 6 may be subject to tax and will be reported on Internal Revenue Form 1099 or similar form.

52 M.P.T.L. § 7

§ 7. Penalties for Fraud

a. Any person who provides false information to establish eligibility for Minor Benefits under this law, or to obtain financial assistance from any other Tribal Program, shall be subject to denial of eligibility for Minor Benefits under this law. The Administrator shall notify in writing any individual subject to denial of eligibility. Such denial shall be considered a Final Decision subject to review by the Tribal Court in accordance with Section 4 of this law.

b. The Administrator shall refer to the Tribal Police for possible arrest and prosecution of any person who obtains Minor Benefits for themselves or on behalf of another by willfully providing false information to establish eligibility for Minor Benefits. Whoever is convicted of such offense shall be punished by incarceration for up to one year in jail and/or a fine of not more than \$5,000.

52 M.P.T.L. § 8

§ 8. Administration

The Program Administrator shall adopt and amend, as necessary, Minor Benefits Program policies and procedures to ensure the effective application of this law.

Historical & Statutory Notes

Derivation.

Effective July 1, 2023, TCR060823-02 of 10, Enacted 52 M.P.T.L. "Mashantucket Pequot Minor Benefits Program".

TCR100815-04 of 05 amends Rule 13 of the Mashantucket Pequot Rules of Appellate Procedure.

TCR051415-03 of 10 makes various amendments to the Mashantucket Pequot Rules of Appellate Procedure.

Amendments to this law are indicated in red.

MASHANTUCKET PEQUOT RULES OF COURT

MASHANTUCKET PEQUOT RULES OF APPELLATE PROCEDURE

M.P.R.A.P. 2

Rule 2. Right of Appeal

a. Any aggrieved party may appeal from a final judgment of the tribal court. A final judgment is one that disposes of all issues in the case.

b. Failure to file an appeal within the time limits imposed by Rule 3 shall result in the dismissal of the appeal.

c. Failure to follow any procedure required by these Rules, other than the timely filing of a notice of appeal, shall not affect the validity of the appeal, but is grounds only for such action as the appellate court deems appropriate, which may include dismissal of the appeal.

d. Appeals may be consolidated by order of the appellate court upon its own motion, or upon motion of a party, or by stipulation of the parties to the several appeals.

e. The Chief Judge may, on his or her own initiative or upon the motion of a party, order that the appeal be heard by a panel of three (3) Appellate Judges.

M.P.R.A.P. 8

Rule 8. Preargument Conference

a. Prior to the date set for the oral argument, the tribal court clerk shall schedule a preargument conference between counsel and, in appropriate cases, the parties, and an appellate court judge who shall not be assigned to hear oral argument and decide the appeal.

b. The purposes of the preargument conference are: to consider the simplification of the issues at oral argument; to take any appropriate action to aid the proceedings at oral argument or the disposition of the case on appeal; and to determine whether the case can be resolved prior to oral argument.

c. Except to the extent agreed upon by all parties to the appeal, the proceedings at the preargument conference shall be deemed confidential and shall be brought to the attention of the appellate court judge who will hear and decide the appeal.

d. With the consent of all parties, the preargument conference may be held via conference call or videoconferencing upon rules established by the Appellate Court.

e. Failure of counsel to attend the preargument conference may result in sanctions, including costs and payment of attorney's fees to the opposing party;

the prohibition against appearing in any case before the Mashantucket Pequot Court System; or other appropriate discipline.

M.P.R.A.P. 9

Rule 9. Oral Argument

a. Cases will be considered ready for oral argument when the briefs of all parties, including reply briefs, have been filed or the time for filing reply briefs has expired.

b. With the consent of all parties, the oral argument may be held via videoconferencing upon rules established by the Appellate Court.

c. Counsel for the appellant will be entitled to open and close the argument.

d. The time occupied in the argument shall not, without leave of the appellate court, exceed one half hour on each side.

M.P.R.A.P. 13

Rule 13. Reargument ~~General Provisions~~

A case decided by one judge of the Appellate Court, may be reargued before a panel of three judges, if on motion of a party three Appellate Court judges agree, or sua sponte by the Court with three Appellate Court Judges agreeing to such reargument. Unless the time is shortened or extended by court order, a motion for panel rehearing must be filed within 14 days after entry of judgment.

M.P.R.A.P. 14

Rule 14. General Provisions

a. Filing.

If papers must be filed by a certain date, the document must be received by the tribal court clerk by the close of business on that date.

b. Service of Papers Required.

All papers filed with the tribal court clerk shall contain a certification that a copy has been served on all other parties. Service on a party represented by counsel shall be made on counsel.

c. Manner of Service.

Service may be personal or by mail. Service by mail is complete on mailing.

d. Day.

Means a calendar day. When an action is required on a day when the office of the tribal court clerk is not open, the required action is due on the first day that the office of the tribal court clerk is open for business.

Historical and Statutory Notes

Derivation.

Effective October 13, 1994, TCR101394-08 adopted the Rules of Appellate Procedure for the Mashantucket Pequot Court of Appeals.

Amendments.

Effective October 23, 2011, TCR111711-01 of 02 amends M.P.R.A.P. Rule 11a. to replace Tribal Court Fees of \$100 to \$125.

Effective May 14, 2015, TCR051415-03 of 10 amends M.P.R.A.P. to provide the Appellate Court a greater flexibility in hearings, and to permit argument and/or reargument in front of a panel of three (3) Judges.

Effective October 8, 2015, TCR100815-04 of 05 amends M.P.R.A.P. Rule 13 to establish a motion for rehearing before three appellate judges must be filed within 14 days of entry of judgment unless time period is changed by court order.