

TITLE 1. JUDICIARY

CHAPTER 1. MASHANTUCKET PEQUOT TRIBAL COURT

1 M.P.T.L. ch. 1 § 1

§ 1. Mashantucket Pequot Tribal Court

There is hereby established the Mashantucket Pequot Tribal Court which shall be comprised of the trial court and the Court of Appeals.

1 M.P.T.L. ch. 1 § 2

§ 2. Jurisdiction

a. The tribal court shall have subject matter jurisdiction over civil causes of action and criminal matters as expressly conferred upon it by the Tribal Council through enactment of tribal laws.

b. The tribal court shall have jurisdiction over the Tribe and tribal enterprises only where the Tribal Council has expressly and unequivocally waived its sovereign immunity from suit either in tribal law or in connection with a particular transaction or event.

c. The tribal court shall not exercise jurisdiction over any action arising from a contract, approved by the Tribal Council, to which the Tribe is a party or by which it is bound if such contract contains an express provision prohibiting the exercise of jurisdiction by the tribal court over actions arising from such contract, 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.

1 M.P.T.L. ch. 1 § 3

§ 3. Court of Appeals

Any final order or decision of the trial court may be appealed to the Court of Appeals. Decisions of the Court of Appeals are final.

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.

§ 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 2. COURT ADMINISTRATION

§ 1. Judges

a. Judges of the tribal court shall be appointed by the Tribal Council to serve a term of three years. Judges of the tribal court shall have the following qualifications: highest moral and ethical character; licensed to practice law in the highest court of any state of the United States; at least five years experience as a practicing attorney and/or judge; and significant experience and knowledge in federal Indian and tribal law. The Tribal Council may waive any of the above qualifications in exceptional circumstances.

b. Duties of Judges

Judges shall (1) faithfully uphold the Constitution and Laws of the Tribe; (2) hear and decide all claims properly brought before the court in a judicious, impartial, and efficient manner; and (3) seek continued legal and judicial education, particularly in federal Indian law.

c. The salary of the judges shall be established by the Tribal Council, and once set, shall not be reduced during the length of the appointment. Judges shall not be entitled to participate in any employee bonus compensation plan.

d. The Tribal Council finds that for the impartial and effective administration of justice, the continued independence of the judiciary is indispensable. It is in the interest of the Tribe to foster the dignity and integrity of the judiciary, and to these ends, it is desirable to establish appropriate

procedures for the maintenance of judicial discipline, recognizing that the making of unpopular or erroneous decisions is not a sufficient ground for judicial discipline or a finding of a want of judicial integrity. Judges shall be subject to suspension or removal from office for (1) conduct prejudicial to the impartial and effective administration of justice which brings the judicial office in disrepute; (2) violation of any canon of judicial ethics; (3) failure to perform the duties of the office; (4) arrest and/or a final conviction of a felony or of a misdemeanor involving dishonesty or moral turpitude; (5) disbarment or suspension as an attorney at law; or (6) temperament which adversely affects the orderly carriage of justice.

e. Judges may be removed by a majority vote of the Tribal Council at a duly called meeting where such members are present and vote on the specific issue, provided that the Judicial Committee has first reviewed and investigated the matter giving rise to such removal action.

f. Judges shall be evaluated no less frequently than every three years.

1 M.P.T.L. ch. 2 § 2

§ 2. Chief Judge

a. The Tribal Council shall appoint a chief judge who, in addition to performing judicial duties in the trial court, shall be responsible for the administration of the tribal court, including the supervision of all court personnel, submission of all required reports, and performance of all other duties required by tribal law.

b. The chief judge shall develop an annual budget and submit it to the Tribal Council. The chief judge shall account for all monies expended by the tribal court. Unless the Tribal Council otherwise provides, the tribal court shall only expend funds authorized and appropriated by the Tribal Council.

c. The chief judge shall submit a schedule of fees that shall apply to actions filed in the tribal court to the Judicial Committee for its consideration, and such schedule of fees shall be effective 60 days from the date of submission, subject to the disapproval of the Judicial Committee which shall be exercised, if at all, within such 60 days.

d. The chief judge shall submit an annual report of the tribal court to the Tribal Council. The report shall include a description of the activities of the court, the number of cases by type of claim, number of cases filed, pending, and resolved in each court, a final report as noted herein, a description of the court's staffing and structure, and a summary of significant cases decided by the court.

e. The chief judge shall employ a court clerk and such other personnel that the chief judge deems necessary to administer the duties and responsibilities of the tribal court, provided that such employment shall be subject to the disapproval of the Tribal Council which shall be exercised, if at all, within 90 days of such commencement of employment.

1 M.P.T.L. ch. 2 § 3

§ 3. Admission to Practice

a. Any attorney admitted to practice before the highest court of any state of

the United States is eligible for admission to practice in the tribal court. Each applicant for admission shall submit an admission registration application approved by the chief judge.

b. The tribal court may admit to practice on such terms and conditions as appear appropriate, a lay advocate who shall be a member of the Mashantucket Pequot Tribe or appointed legal or judicial staff members who shall agree to represent persons appearing before the tribal court.

c. No person convicted of a felony may practice before the tribal court.

CHAPTER 3. OFFICE OF THE PROSECUTOR

1 M.P.T.L. ch. 3 § 1

§ 1. Appointment

a. The Prosecutor/Special Tribal Advocate shall be appointed by the Tribal Council to serve either a part-time or full-time appointment for a term of three years.

b. The Prosecutor/Special Tribal Advocate shall have the following qualifications: (1) highest moral and ethical character; (2) license to practice law in the state of Connecticut and in the Mashantucket Pequot tribal court; (3) at least five years experience as a practicing attorney and/or judge, preferably in a prosecutorial capacity; and (4) significant experience and knowledge in federal Indian and tribal law. The Tribal Council may waive any of the above qualifications in exceptional circumstances.

c. The Prosecutor/Special Tribal Advocate shall: (1) faithfully uphold the Constitution and laws of the Tribe; (2) diligently present all criminal and child welfare matters, and any other matter as may be designated by tribal law before the tribal court; (3) represent the Tribe, upon the advice and consultation of the Office of Legal Counsel, in Indian child welfare matters in non-tribal forums; (4) present community education programs on subjects relative to the roles and responsibilities of the tribal prosecutor and tribal police; and (5) seek continued legal and judicial education, particularly in federal Indian law.

d. The salary of the Prosecutor/Special Tribal Advocate shall be established by the Tribal Council, and once set, shall not be reduced during the length of the appointment. The Prosecutor/Special Tribal Advocate shall not be entitled to participate in any employee bonus compensation plan.

e. The Prosecutor/Special Tribal Advocate shall be evaluated no less frequently than every three years.

f. The Prosecutor/Special Tribal Advocate may be removed by a majority vote of the Tribal Council at a duly called meeting where such members are present and vote on the specific issue, provided that the Judicial Committee has first reviewed and investigated the matter giving rise to such removal action.

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 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)(i), 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, 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.