

**MASHANTUCKET PEQUOT TRIBAL LAWS
2015-2017 SUPPLEMENT**

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TCR092216-04 of 05 amends 1 M.P.T.L. ch. 1. Amendments to ch. 1 are indicated in red.

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 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 ~~fully~~ **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. Amendments to ch. 2 are 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. ch. 1, 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) 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.
- (ii) The law enforcement officer issuing a complaint for a violation 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.
- (iii) 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 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.

- (iv) "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 cannabinon, cannabiniol, cannabidiol and chemical compounds which are similar to cannabinon, cannabiniol 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.
- (v) Any party who can demonstrate that they have been convicted in the Mashantucket Pequot Tribal Court for 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.

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.

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's 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

a. 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.

b. 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.

§ 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.

§ 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.

§ 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

§ 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.

§ 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

§ 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.

§ 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.

n. "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.

o. "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.

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.

Amendments to this law are indicated in red.

TITLE 16. GENERAL REVENUE AND TAXATION CODE

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.

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.

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 ~~or~~.

~~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.

§ 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.

TCR060816-02 of 04 made amendments to Title 27 M.P.T.L. ch. 2 §1(c) & §4(c).
Amendments to this law are indicated in red.

TCR110217-01 of 07 made various amendments to Title 27 throughout.
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 Trib~~al~~ Nation. ~~It's 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.

§ 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 ~~Conveyance~~ 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.

~~nm.~~ "Initial Assignment" means any Assignment Conveyance in which the Tribe is the grantor or assignor.

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

~~pe.~~ "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 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;
- (4) The rights of the Tribe in and to an Assignment or Dwelling. ~~;~~ ~~and~~

~~pg.~~ "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.

~~qr.~~ "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.

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.

~~†t.~~ "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.~~

~~†u.~~ "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.

~~†v.~~ "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.

~~†w.~~ "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.

~~†x.~~ "Tribal Clerk" refers to the Office of the Tribal Clerk of the Tribe.

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

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

~~zaa.~~ "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.

~~baab.~~ "Tribal Member" means an individual who is an enrolled member of the Tribe in good standing.

~~cbbc.~~ "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 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(bbaa);
- 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.

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. 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. 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;

c. Conveyance of a deceased Assignee's Assignment by will or intestacy to a Surviving Spouse to the extent permitted by 24 M.P.T.L., Probate Law, and 29 M.P.T.L., Non-Tribal Member Surviving Spouse 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
- (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 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 ~~R~~ecording functions under this Land Assignment Law.

b. The Tribal Clerk shall maintain, within its own system of records, a system for the ~~R~~ecording of Instruments and, as may be directed by Tribal Council, other documentation relating to the lands comprising the Reservation.

c. The Tribal Clerk shall ~~R~~ecord 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 ~~R~~ecorded.

d. The Tribal Clerk shall endorse the following upon any Instrument received for ~~R~~ecording 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 ~~R~~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 ~~R~~Records of the ~~R~~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 ~~R~~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~~Tribal ~~M~~Member;

(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 ~~Recording~~, 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 ~~Recording~~ fees, copying fees, and fees for the certification of any Instrument ~~Recorded~~ under the recording system established under this Land Assignment Law.

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.

27 M.P.T.L. ch. 6 § 4

§ 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 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 Aa at 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.

27 M.P.T.L. ch. 6 § 5

§ 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 MPMRC~~THPO 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 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 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 7, 2001, TCR060701-04 amended ch. 3 §d(b) to add an additional member to the Land Use Commission.

Effective October 27, 2004, TCR102704-02 added Chapter 13, "Land Use Regulatory Standard for New Housing Projects."

Effective April 28, 2006, TCR042806-01 of 01 added Chapter 15, "New Home Construction Contractors".

Effective September 4, 2014, TCR090414-07 of 09 amended 27 M.P.T.L making amendments to ch. 1 §4 and to ch. 6 §6 to make 27 M.P.T.L., Land Assignment Law consistent with revisions to the MPTN Zoning Regulations with respect to mobile homes and the time period to construct a new home.

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, and amends the definition of the term "good standing" to be defined as, "not banished."

TCR102215-03 of 07 amended Title 29 making various amendments throughout.
29 M.P.T.L. is replaced herein in its entirety.

TITLE 29. THE NON-TRIBAL MEMBER SURVIVING SPOUSE 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 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. One exception to this general policy is the right of a non-Tribal Member Spouse of a Tribal Member to continue to occupy an Assignment upon the death of such Tribal Member. The purpose of this Surviving Spouse Law is to set forth the terms and conditions under which the Surviving Spouse of a deceased Tribal Member may continue their occupancy in an Assignment located on the Reservation. The further purpose of this Surviving Spouse Law is to set forth the rights of such Surviving Spouse 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 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. "Tribal Member" means an enrolled member of the Mashantucket Pequot Tribal Nation.

CHAPTER 2. NATURE OF A SURVIVING SPOUSE'S RIGHT

29 M.P.T.L. ch. 2 § 1

§ 1. Nature of a Surviving Spouse's Right

- 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 Spouse 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

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.

CHAPTER 3. DEFAULT, REMEDIES, CONVEYANCE

29 M.P.T.L. ch. 3 § 1

§ 1. Default of Conditions

In the event that the Surviving Spouse fails to comply with the requirements of this Surviving Spouse Law, then, upon two (2) successive written notices from the DOH, thirty (30) days apart, sent via certified and regular mail, the Surviving Spouse 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 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 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 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. If the Surviving Spouse 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

a. Sales and Transfers

- (1) A Surviving Spouse 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 may sell or transfer the Assignment to an Eligible Tribal Member.
- (5) The purported sale or transfer of an Assignment by a Surviving Spouse to a non-Eligible Tribal Member is void.

b. Conveyance by Will

- (1) A Surviving Spouse with an Occupancy Interest may devise the Assignment to an Eligible Tribal Member.
- (2) Any provision of a will of a Surviving Spouse devising his or her interest to an Assignment to a non-Eligible Tribal member is void.
- (3) If the Surviving Spouse 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 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 Law shall be construed as establishing any individual rights of any Tribal Member beyond those recognized by Tribal Law. Nothing in this Surviving Spouse 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 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.

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 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 "Imprisoned" 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 Colombia, 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 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. § 169**9**11 (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).

~~oopp~~. "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~~ 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~~econvicted ~~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) 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) Mash. Pequot Crim. Code § 53a-194 when it involves a Minor (obscenity);
- ~~⊕~~
- (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 ~~C~~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 ~~C~~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; ~~T~~ or ~~r~~;
 - (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);
- (JI) 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 ~~eConvicted 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);
 - ~~(B) 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);
- (~~JE~~) Mash. Pequot Crim. Code § 53a-86 (promoting prostitution in the first degree);
- (~~KHJ~~) Mash. Pequot Crim. Code § 53a-92 (a) (2) (kidnapping with intent to commit physical or sexual abuse);
- (~~IL~~) Mash. Pequot Crim. Code § 53a-92a (kidnapping with firearm) when intent is to commit physical or sexual abuse;
- (~~JM~~) 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,
- (~~LQ~~) 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**onvicted by the Tribal Court for a registerable Sex Offense and **I**mprisoned, the Sex Offender must register before being released from Imprisonment.
- (2) If **e**Convicted by the Tribal Court, but not **I**mprisoned, **I**mmediately 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~~mmmediately 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 ~~I~~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 ~~the~~ 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 ~~imprisoned~~ for the registerable offense, or from the date of sentencing if not ~~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 ~~imprisoned~~ for the registerable offense, or from the date of sentencing if not ~~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 its 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 ~~I~~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.

38 M.P.T.L. ch.6 § ~~34~~

§ ~~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, AND 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, AND 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.

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.

45 M.P.T.L. ch. 1 § 5

§ 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.

45 M.P.T.L. ch. 1 § 6

§ 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 law" means the Mashantucket Pequot Tribal Laws.

t. "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.

45 M.P.T.L. ch. 2 § 3

§ 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.

45 M.P.T.L. ch. 2 § 4

§ 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 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.

45 M.P.T.L. ch. 2 § 9

§ 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 manager, 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 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 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.

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 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.

§ 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.

§ 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.

§ 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.

§ 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.

§ 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 exceeds the amount 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.

§ 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.

§ 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.

§ 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.

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.