

CHAPTER VI CONSUMER CODE

TITLE I
DEFINITION OF KEY WORDS
IN THE CONSUMER CODE

The Shoshone-Bannock Business Council hereby adopts the following definitions of key words and legal phrases used in Titles II through VIII of this Code:

- (1) "ADVOCATE" means an Indian who has legal training but is not a lawyer, and who is authorized to represent or speak in behalf of any person in the Shoshone-Bannock Tribal Court,
- (2) "AFFIDAVIT" means a written statement of facts sworn to by the person signing it (the "affiant") and verified by a Notary Public,
- (3) "ANSWER" means a written document that a debtor may file in the Tribal Court when a creditor has filed a petition against the debtor; the answer contains the debtor's version of the debt dispute,
- (4) "ATTACHMENT" means a legal procedure before the Court has entered a final judgment, whereby the Tribal Police or a County Sheriff are authorized and required to seize property belonging to a debtor in order to make sure a creditor will be able to collect on the judgment when it is finally entered by the Court,
- (5) "CIVIL ACTION" means a law suit filed in court, whereby one person seeks to resolve a non-criminal dispute against another by getting a judgment from the Court; for example, a law suit to recover on a debt or to seek money damages,
- (6) "CIVIL PROCESS" means the written documents that are filed with the Court in a civil action, such as a petition, answer, court order, etc.,
- (7) "CONSUMER" means the buyer, borrower, or purchaser of goods or other items involved in connection with a consumer transaction,
- (8) "CONSUMER GOODS" means those items bought, borrowed or purchased by a consumer in connection with a consumer transaction,
- (9) "CONSUMER TRANSACTION" means a sale, loan, lease, assignment, award by chance or other disposition of an item of goods, a service, or anything of value to a person for purposes that are primarily personal, family, or household.

- (10) "CREDITOR" means a person who is owed a debt, money or anything of value by another person called the "debtor",
- (11) "CREDITOR JUDGMENT" means a Court judgment obtained by a creditor against a debtor, which requires the debtor to pay a certain amount of money to the creditor,
- (12) "CREDIT SERVICE CHARGE" means the amount of money over and above the principal amount of a loan, which is charged by a creditor for making a loan to a debtor or for selling anything of value to a debtor on an installment or payment-plan basis,
- (13) "DEBT CLAIM" means the claim of a creditor to recover a certain amount of money or other thing of value from a debtor,
- (14) "DEBTOR" means a person who owes a debt, money or anything of value to another person called the "creditor",
- (15) "DISPOSABLE EARNINGS" means that part of a debtor's earnings remaining after the deduction of all amounts required by law to be withheld,
- (16) "EARNINGS OR "EARNINGS from PERSONAL SERVICES" means compensation paid or payable for personal services, such as wages, salary, commission, bonus or any other description of compensation,
- (17) "EXECUTION" means a legal procedure that takes place after a Court has entered a judgment, whereby the Tribal Police or a County Sheriff are authorized and required to enforce the Court's judgment by seizing the property of the judgment debtor,
- (18) "FEDERALLY-RECOGNIZED INDIAN TRIBE" means any Indian Tribe, Band or Pueblo which is recognized by the Secretary of the Interior to be eligible for services and programs administered by the Bureau of Indian Affairs.
- (19) "FINAL JUDGMENT" means a Court judgment, including any supporting opinion of the Court, that determines the rights of the parties and concerning which appellate remedies have been exhausted or the time for appeal has expired.
- (20) "FULL FAITH AND CREDIT" means acceptance and recognition by the Shoshone-Bannock Tribal Court of final judgments entered by the Courts of the various States and of other

federally-recognized Indian Tribes, as well as acceptance and recognition of Shoshone-Bannock final judgments by such State and other Tribal Courts.

- (21) "GARNISHMENT" means a legal procedure through which the earnings or other personal property of a debtor are required to be withheld by a third party for payment of a debt.
- (22) "HOMESTEAD" means property used as a home for an individual and/or his or her spouse and dependents.
- (23) "HOUSEHOLD GOODS" means clothing, furniture, appliances, linens, china, kitchenware, and personal effects of any consumer and his or her dependents.
- (24) "INDIAN" means:
 - (a) any enrolled member of the Shoshone-Bannock Tribes;
 - (b) any person who is an enrolled member of any other federally-recognized Indian Tribe; or
 - (c) any person who possesses Indian blood and who is recognized as an Indian by the community where such person lives.
- (25) "INSTALLMENT CREDIT BASIS" means the purchasing of goods or the borrowing of money on credit, whereby the purchaser or debtor makes periodic payments over a period of time to the seller or creditor.
- (26) "JUDGMENT CREDITOR" means a creditor who has obtained a Court judgment against a debtor.
- (27) "JUDGMENT DEBTOR" means a debtor against whom a Court judgment has been obtained by a creditor.
- (28) "JURISDICTION" means:
 - (a) the power of a governing body, such as the Shoshone-Bannock Business Council, to enact laws, ordinances, and resolutions; and
 - (b) the power of a Court, such as the Shoshone-Bannock Tribal Court, to hear and decide a legal dispute.
- (29) "PERSON" means an individual, corporation, governmental subdivision or agency, partnership, association, cooperative or any other legal entity.
- (30) "PERSONAL PROPERTY" means any property or anything of value other than:
 - (a) land;
 - (b) any interest in land; or
 - (c) any dwellings, structures, equipment or other property which is affixed to the land.

- (31) "PETITION" means a written document that a creditor may file in the Tribal Court to recover money or other thing of value from a debtor; the petition contains the creditor's version of the debt dispute.
- (32) "REAL PROPERTY" means:
- (a) land;
 - (b) any interest in lands; and
 - (c) any dwellings, structures, equipment or other property which is affixed to the land.
- (33) "REPOSSESSION" means the taking back by a creditor or seller of personal property sold to a debtor or purchaser on an installment credit basis.
- (34) "SECURITY" means:
- (a) any real or personal property in which a debtor has some legal interest and which the debtor pledges to a creditor as collateral to secure the payment of a debt; or
 - (b) any personal property sold on an installment credit basis if the seller or creditor has expressly retained a security interest in the property sold.
- (35) "SECURED CONTRACT" means any contract or agreement in which security has been pledged or by which a security interest is retained to assure performance of the contract or agreement.
- (36) "SECURED DEBT" means any debt in which the debtor has pledged security as collateral to the creditor to assure payment of the debt.
- (37) "SECURITY INTEREST" means the interest in any security which is pledged to or retained by a creditor or seller to assure the performance of a contract or the payment of a debt.
- (38) "SUMMONS" means a written document which notifies a debtor that she or he must appear in Tribal Court to answer a petition filed by a creditor.
- (39) "SUPPLIER" means a seller, lender, lessor, assignor or other person who regularly solicits, engages in, or enforces consumer transactions, whether or not he deals directly with the consumer.
- (40) "TEMPORARY RESTRAINING ORDER" means a written order of the Tribal Court directing a person to take or refrain from tak-

ing certain actions during a specified and limited period of time.

- (41) "TIME PRICE DIFFERENTIAL" means the difference between:
- (a) the full cash purchase price of any personal property; and
 - (b) any interest, credit service charge, or other fees which are added by the creditor or seller to the cash purchase price when such property is sold on an installment credit basis.
- (42) "TRIBAL COURT", unless otherwise indicated, means the Shoshone-Bannock Tribal Court. When used with reference to other federally-recognized Indian Tribes, "Tribal Court" means any court or judicial system, including Courts of Indian Offenses and Pueblo Customary Courts, which is maintained by such other tribes.
- (43) "TRIBAL POLICE" means the officers and employees of the Law and Order Department of the Shoshone-Bannock Tribes.
- (44) "TRUST PROPERTY" means any real or personal property which is:
- (a) held by the United States in trust for the benefit of any Indian or is subject to restrictions upon alienation or encumbrance without the consent of the United States;
 - (b) acquired by any Indian through a loan from the Shoshone-Bannock Tribes, when the funds for such loan are supplied by the United States; or
 - (c) acquired with the use of property described in subparagraph (a) and (b), or with the proceeds from the sale or lease of such property.

All property that does not qualify as "Trust Property" under subparagraphs (a), (b), or (c) is described in this Code as "NON-TRUST PROPERTY".

- (45) "WRIT" means an Order of a Tribal or State Court directing the seizure and/or impoundment of property pursuant to attachment, execution, or garnishment proceedings.

TITLE II
PURPOSES AND INTERPRETATION
OF THE CODE

SECTION 1 PURPOSES OF THE CODE

This Code on Creditor-Debtor Rights and Remedies, which may also be referred to as the "Consumer Code," is intended to accomplish several important purposes:

A. Protection of Tribal Sovereignty

Under the Fort Bridger Treaty of July 3, 1868 between the Shoshone-Bannock Tribes and the United States, the Fort Hall Reservation was reserved by the Tribes as a permanent homeland. That Treaty also guaranteed to the Tribes the fundamental and inherent right to govern affairs within the exterior boundaries of the Fort Hall Reservation. This Tribal governing power or "sovereignty" was reaffirmed in the Indian Reorganization Act of 1934, and such power survives today. The primary reason for adoption of this Code is to preserve inherent Tribal sovereignty over the critical matters involving creditor-debtor relations within the existing exterior boundaries of the Fort Hall Reservation.

B. Promotion of Good Credit Relations

The extension of credit from sources outside the Fort Hall Reservation, especially from creditors in nearby cities, is of vital importance to the members of the Shoshone-Bannock Tribes and to other Indians residing on the Reservation. This Code is intended to promote the positive credit rating

of all Indians by providing off-Reservation creditors with various methods of resolving valid debt claims against Indians and their property located within the Reservation. Good credit relations between debtors and creditors located within the Reservation are also important. Therefore the Code makes available to on-Reservation creditors the same methods of debt resolution that are provided for off-Reservation creditors. In addition, continued federal funding and sound tribal management of federally-supported housing on the Reservation requires that these same methods of resolving debt disputes must be available to the Shoshone-Bannock Housing Authority. Thus the Code is intended to aid the Housing Authority in its vital task of maintaining and expanding the supply of dwellings available to tribal members.

C. Protection of Creditors and Debtors

This Code is designed to protect the legitimate rights and remedies of both creditors and debtors. The emphasis of the Code is to resolve debt disputes through negotiation and settlement, rather than through the Shoshone-Bannock Tribal Court in formal legal proceedings. It is the intention of the Business Council of the Shoshone-Bannock Tribes to promote negotiated agreements on debt problems whenever possible. This approach of trying to reach consensus without the necessity of court action is in the best interests of all parties concerned--- creditors, individual debtors, and every tribal member. The Council thus urges all affected parties in any debt dispute to utilize the informal method

of negotiating disputes through the Consumer Advocate positions created under this Code. Resort to the formal judicial procedures established in this Code should only be undertaken after every good faith effort has been made to negotiate.

D. Development of the Shoshone-Bannock Tribal Court and Tribal Police Department

Effective enforcement of this Code rests heavily with the personnel of the Tribal Court and Tribal Police. The Consumer Advocates will play an especially important role in attempting to reach the desired goal of informal debt resolution. Thus the Council pledges all possible support for the court and police personnel, toward the goal of achieving the purposes listed above. The Business Council also recognizes the importance of mutual respect between judicial and police personnel within the Reservation and those located outside the Reservation. Accordingly, this Code establishes procedures whereby the Tribal Court and Tribal Police will give full faith and credit to the judgments rendered against tribal members and other Indians in off-Reservation courts.

SECTION 2 INTERPRETATION OF THE CODE

A. In the enforcement of this Code, all Tribal Court and Tribal Police personnel shall be guided by the purposes listed in Section 1 of this Title. If the Tribal Court is called upon in formal legal proceedings to interpret the meaning of any provision in this Code, then the Court

shall give deliberate consideration to those purposes and the spirit behind them in resolving any issues of interpretation.

B. The Tribes have not exercised their full range of jurisdiction over on-Reservation creditor-debtor relations in this Code. Specifically, this Code does not fully cover the inherent Tribal power to regulate all claims by non-Indian creditors against non-Indian debtors and their property located within the Fort Hall Reservation. Upon further study of the jurisdictional issues not covered herein, and with the availability of funds needed to expand existing Tribal Court and Police staffs, this Code may be amended to address such issues. However, nothing contained in this Code shall be interpreted to constitute a waiver or abandonment of any inherent Tribal powers.

TITLE III
ROLES OF TRIBAL COURT AND
TRIBAL POLICE PERSONNEL
IN APPLYING THE CODE

SECTION 1 ROLE OF COURT ADMINISTRATOR

All of the duties and powers entrusted to the Shoshone-Bannock Tribal Court and its staff under this Consumer Code shall be exercised under the general supervision and control of the Court Administrator of the Shoshone-Bannock Tribes. The Administrator shall report to the Business Council of the Tribes on a regular basis, and whenever requested by the Council, concerning the operation and implementation of this Code. The Administrator may also recommend to the Council any amendments of the Code that may seem desirable in order to better achieve the purposes set forth in Title II, Section 1.

SECTION 2 ROLE OF CHIEF JUDGE AND ASSOCIATE JUDGES

The Chief Judge and all Associate Judges of the Tribal Court shall work cooperatively with the Court Administrator in applying this Code, and the Administrator may delegate his supervisory authority under this Code to any of such Judges whenever he deems it necessary. In the absence of the Court Administrator, the Chief Judge shall exercise the Administrator's supervisory authority and may delegate

such authority to any Associate Judge as the need arises.

SECTION 3 ROLE OF CONSUMER ADVOCATES

(A) Selection and Salary

The Business Council shall have authority to appoint one or more Consumer Advocates who meet the qualifications set forth in Section 3-B of this Title III. Any Consumer Advocate so appointed shall be considered a member of the Tribal Court staff and shall carry out his or her duties under the supervision of the Court Administrator. The salary of any Consumer Advocate shall be fixed by the Business Council and may be paid out of any available Tribal or Federal Funds.

(B) Qualifications

To be eligible for appointment as a Consumer Advocate, an individual must be an enrolled member of the Shoshone-Bannock Tribes and at least 18 years of age. However, unenrolled Indians may be selected by the Council regardless of enrollment status if a vacant Consumer Advocate position is not sought by any enrolled Shoshone-Bannock member. Any applicant must be capable, as the Council shall determine, to perform the duties of the position.

(C) Duties

The Consumer Advocates shall perform the following duties subject to the supervision of the Court Administrator:

1. To receive, assess, and take action upon inquiries and complaints by creditors concerning consumer transactions, debt

claims, or creditor judgments which involve any Indians residing on the Fort Hall Reservation, including requests by the Shoshone-Bannock Housing Authority regarding delinquent rent and other claims against Housing Authority tenants.

2. To inform any Indians of their rights and obligations when a creditor inquiry or complaint has been received;

3. To attempt to negotiate any creditor inquiry or complaint against any Indian, with the goal of avoiding the necessity for any formal action in the Shoshone-Bannock Tribal Court.

4. To represent any Indian if a formal action is brought in Tribal Court against them by a creditor under the provisions of Title IV (Repossession), Title V (Attachment), Title VI (Full Faith and Credit), Title VII (Execution), or Title VIII (Garnishment) of this Code; and

5. To undertake any legal work or representation normally assigned to Tribal Defense Advocates when so directed by the Court Administrator.

D. Relationship With Creditors and Debtors

In performing all of the duties in Section 3 (C) and the more specific roles defined in Titles IV to VIII of this Code, the Consumer Advocates shall maintain a cooperative relationship with all creditors and debtors. Such Advocates shall also strive to carry out the purposes of this Code as set forth in Title II. However, if a formal action is brought by a creditor in the Tribal Court against any Indian, then the Consumer Advocate shall function solely as the legal representative for such Indian.

E. Record Keeping and Confidentiality of Records

The Consumer Advocates shall maintain a complete file on each creditor-debtor inquiry or complaint, which shall include copies of all written documents prepared by them pursuant to this Code and all correspondence with each creditor and debtor. These file records as well as all oral communications with creditors and debtors shall be confidential, and disclosure of the records shall be subject to the Privacy Ordinance of the Shoshone-Bannock Tribes.

SECTION 4 ROLE OF DEFENSE ADVOCATES

The Court Administrator may assign any of the duties of the Consumer Advocates to any of the Tribal Defense Advocates if required by: (a) the excessive caseload of the Consumer

Advocates; (b) the absence or incapacity of the Consumer Advocates; or (c) a conflict-of-interest which prevents any Consumer Advocate from effectively performing the duties set forth in Section 3 (C) of this Title III.

SECTION 5 ROLE OF TRIBAL PROSECUTORS

Advocates performing the role of Tribal Prosecutor shall be available upon request to informally assist any creditor, including the Shoshone-Bannock Housing Authority, in understanding the creditor rights and remedies established by this Code. However, Tribal Prosecutors shall not act as the legal representative of any creditor in either out-of-court negotiations or formal court proceedings.

SECTION 6 ROLE OF PROFESSIONAL ATTORNEYS

The so-called Indian Bill of Rights enacted by Congress in 1968, codified at Title 25, United States Code, § 1302, does not require that Tribal Courts allow the appearance of professional attorneys in civil cases. Accordingly, attorneys shall not be permitted to represent any creditor or any debtor in any formal Tribal Court proceeding authorized under Titles IV through VIII of this Code. Those Attorneys who are properly admitted to practice before the Tribal Court may participate in out-of-court negotiations if retained for that purpose by any creditor or debtor. In addition, any attorney may provide

out-of-court legal advice if retained for that purpose by any creditor or debtor. The foregoing limitations are placed on the role of attorneys in creditor-debtor disputes; (a) to minimize the costs of resolving such disputes; (b) to increase the possibilities for informal negotiated settlements; and (c) to preserve the cultural identity of the Shoshone-Bannock Tribal Court as an Indian judicial system.

SECTION 7 ROLE OF TRIBAL POLICE PERSONNEL

The Director of the Tribal Police shall supervise such personnel in the performance of specific duties assigned to them under Titles IV through VIII of this Code. The Director shall also work cooperatively with the Court Administrator in coordinating the activities of police and court personnel under this Code.

SECTION 8 TRAINING SESSIONS, COMMUNITY EDUCATION, AND FEE SCHEDULES

The Court Administrator and the Director of the Tribal Police shall undertake efforts to train their respective personnel in understanding and carrying out the provisions of this Code, including whenever possible attendance at training programs dealing with consumer law, contracts, and creditor-debtor rights and remedies. The Administrator and the Director shall also work with the Business Council to develop methods of effectively ed-

ucating both the non-Indian and Indian communities about the purposes and provisions of this Code. In addition, the Administrator and the Director shall recommend to the Business Council a schedule of reasonable fees to be charged creditors and debtors for the written notices, consents, court documents, service of process, judicial sales, and other activities of Tribal Court and Tribal Police personnel authorized by Titles IV to VIII of this Code. Such fee schedules may be adopted by the Business Council through amendment of this Code or by Resolution.

TITLE IV
PROCEDURES FOR REPOSSESSION
OF PROPERTY
LOCATED WITHIN THE FORT HALL RESERVATION

SECTION 1 TRIBAL JURISDICTION OVER REPOSSESSIONS

A. Personal Property of Indians

The Shoshone-Bannock Tribes possess exclusive jurisdiction over the repossession of any personal property that is located with the exterior boundaries of the Fort Hall Reservation and that is held by or belongs to any Indian. Such Indian personal property shall not be taken from any lands within the exterior boundaries of the Reservation except in strict compliance with the procedures set forth in Sections 2 through 6 of this Title.

B. Personal Property of Non-Indians

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the repossession of any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that is held by or belongs to any non-Indian. Such non-Indian personal property shall not be taken from any lands within the Reservation that are owned by the Shoshone-Bannock Tribes or by any Indian except in strict compliance with the procedures set forth in Section 7 of this Title. Repossession of non-Indian personal property located on

lands owned by non-Indians within the Reservation shall not be governed by this Title; provided, however, that the Business Council may act in the future to exercise inherent Tribal sovereignty over such repossessions, as set forth in Title II, Section 2 (B) of this Code.

SECTION 2 NEGOTIATIONS CONCERNING INDIAN DEBTORS

Any creditor may contact a Consumer Advocate orally or in writing concerning a dispute with an Indian debtor that may lead to repossession of personal property located within the exterior boundaries of the Fort Hall Reservation. The Consumer Advocate shall act promptly: (a) to determine the nature of the dispute; (b) to notify the Indian debtor of the dispute as well as the debtor's rights and duties regarding repossession under this Title; and (c) to attempt to negotiate a settlement of the dispute that avoids the necessity for repossession.

SECTION 3 CONSENT TO CONTACT INDIAN DEBTORS

Any creditor desiring to enter the Fort Hall Reservation to contact any Indian debtor concerning possible repossession shall be required to secure the prior written consent of a Consumer Advocate for such entry. Such written consent shall be given only after negotiations under Section 2 of this Title are unsuccessful or if creditor-debtor contact on the Reservation would aid a negotiated settlement. If negotiations fail and a consent to entry is issued, the creditor shall only be permitted to contact

the Indian debtor on the Reservation when accompanied by the Consumer Advocate or by a Tribal Police Officer.

SECTION 4 WRITTEN CONSENT OF INDIAN DEBTORS TO REPOSSESSION

If negotiations under Section 2 or creditor-debtor contact under Section 3 do not result in a settlement of the dispute, then the creditor may repossess the personal property of an Indian debtor without formal court proceedings by securing the written consent of the debtor to remove the property from the Reservation. Such consent shall be prepared by the Consumer Advocate who shall also witness the signature of the Indian debtor on the consent form. A creditor may enter the Reservation for the purpose of repossessing pursuant to the debtor's written consent only when accompanied by the Consumer Advocate or by a Tribal Police officer.

SECTION 5 COURT ORDER IN ABSENCE OF WRITTEN CONSENT BY INDIAN DEBTOR

If an Indian debtor refuses to sign a written consent allowing repossession, the property may be removed by the creditor from the Reservation only by order of a Judge of the Shoshone-Bannock Tribal Court entered in accordance with the procedures set forth in Section 6.

SECTION 6 PROCEDURES FOR COURT ORDER AGAINST INDIAN DEBTORS

A creditor may seek an order of repossession against an

Indian debtor in accordance with the following procedures:

A. Written Petition by Creditor

The creditor shall file a written petition with the Clerk of the Shoshone-Bannock Tribal Court, accompanied by a verified copy of the contract or other document entitling the creditor to repossess the personal property of the Indian debtor. The petition shall contain a concise statement of the creditor's claim against the Indian debtor, and it may contain such additional information as required in Rules of Court approved by the Shoshone-Bannock Business Council. The petition shall be served upon the Indian debtor in the same manner as authorized by the Law and Order Code of the Shoshone-Bannock Tribes for service of other civil process.

B. Written Answer by Debtor

The Indian debtor may file with the Clerk a written answer or response to creditor's petition at any time prior to the hearing on the petition. The contents of the written answer or response may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council.

C. Hearing on Petition

After reasonable notice to the Indian debtor, a hearing shall be held on the petition for repossession. Both the creditor and debtor may present evidence and witnesses relevant to the contract or debt dispute which forms the basis for the repossession re-

quest. The Court may apply any pertinent traditional or written laws of the Shoshone-Bannock Tribes in determining whether to grant the petition, as well as any relevant federal or state of Idaho laws which are not in conflict with Tribal laws. The timing of the hearing on a petition for repossession may be expedited by the Court if: (1) the petition contains verified specific facts showing reasonable cause to believe that the personal property involved may be lost, damaged or removed off the Reservation prior to a regularly scheduled hearing; and (2) an expedited hearing can be held without substantially prejudicing the ability of the Indian debtor to present any good faith defenses to the petition for repossession.

D. Contents of Court Order

If after a hearing the Court determines that repossession is justified, the Court shall issue an Order authorizing the creditor to repossess the personal property involved in the proceeding. Every such order may direct that a creditor shall repossess the property of the Indian debtor only when accompanied by a Tribal Police officer. An order shall contain this directive if the Indian debtor has failed to appear at the hearing despite reasonable notice, and the Court has therefore entered the repossession order in the absence of the debtor.

SECTION 7 PROCEDURES FOR REPOSSESSION OF NON-INDIAN PROPERTY

Repossession of personal property that is held by or belongs

to any non-Indian and that is located upon lands within the exterior boundaries of the Fort Hall Reservation that are owned by the Shoshone-Bannock Tribes or by any Indian shall occur only in accordance with the following procedures:

A. Written Notice to Consumer Advocate

Any creditor desiring to repossess non-Indian personal property located on such lands shall so notify a Consumer Advocate in writing reasonably in advance of the date set for repossession.

B. Written Consent By Consumer Advocate

The Consumer Advocate shall promptly verify that the property in question is held by or belongs to a non-Indian, and such Advocate shall thereupon promptly issue a written consent authorizing the requested repossession.

C. Role of Tribal Police

If the Consumer Advocate has reasonable cause to believe that repossession of the non-Indian property may result in a breach of the peace, such Advocate may seek a written order of the Tribal Court directing the creditor to repossess in the company of a Tribal Police officer.

SECTION 8 REMEDIES FOR VIOLATIONS OF THIS TITLE

A. Exclusion from Reservation

Any non-member of the Shoshone-Bannock Tribes, except persons

authorized by Federal law to be present on the Fort Hall Reservation, may be excluded from the Reservation in accordance with procedures set forth in Chapter XI of the Shoshone-Bannock Law and Order Code if such non-member is found to be in deliberate and willful violation of this Title.

B. Denial of Business Privileges

Any creditor and any agents or employees of any creditor who are found by the Business Council to be in deliberate and willful violation of this Title may be denied the privilege of doing business within the Fort Hall Reservation. The Council shall afford any creditor fair notice and opportunity for a hearing prior to denial of any business privileges on the Reservation.

C. Civil Damage Liability

Any person who violates this Title and any creditor whose agents or employees violate this Title shall be deemed to have breached the peace of the Fort Hall Reservation, and they shall be civilly liable to any debtor for any actual damages caused by the deliberate or negligent failure to comply with the provisions of this Title.

If the personal property repossessed is consumer goods purchased on an installment credit basis, the debtor shall have the right to recover any actual damages and in any event an amount not less than (a) the credit service charge plus ten percent (10%) of the principal amount of the debt or (b) the time price differential plus 10 percent (10%) of the cash price.

The Shoshone-Bannock Tribal Court shall have jurisdiction over civil actions by any debtor for damages authorized under this sub-section, and the procedures set forth in the Tribes' Law and Order Code for civil proceedings generally shall also apply to such damage actions. In addition, any debtor may raise such damage actions by way of counterclaim when sued by a creditor for an order of repossession under Section 6 of this Title.

TITLE V
PROCEDURES FOR ATTACHMENT
OF PROPERTY
LOCATED WITHIN THE FORT HALL RESERVATION

SECTION 1 TRIBAL JURISDICTION OVER ATTACHMENTS

A. Personal Property of Indians

The Shoshone-Bannock Tribes possess exclusive jurisdiction over the attachment of any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Such Indian personal property shall not be attached except in strict compliance with the procedures set forth in Sections 2 through 4 of this Title.

B. Personal Property of Non-Indians

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the attachment of any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian. Such non-Indian personal property shall not be attached except in strict compliance with the procedures set forth in Sections 5 and 6 of this Title.

SECTION 2 ATTACHMENT OF INDIAN PROPERTY IN TRIBAL COURT

A. Types of Cases Where Attachment Allowed

Any creditor, including the Shoshone-Bannock Housing Authority, may petition the Shoshone-Bannock Tribal Court to attach the non-trust personal property of any Indian debtor to assure the payment

of any money judgment that may later be recovered in the Tribal Court against such debtor in the following cases:

(a) In an action based upon a debt or contract for the direct payment of money, if the debt or contract is not secured by any mortgage, security interest or other lien; or

(b) In an action based upon a secured debt or secured contract for the direct payment of money, if the security has become worthless without any fault on the part of the creditor or other person to whom the security has been given.

B. Prior Consultation with Consumer Advocate

Before seeking to attach the property of an Indian debtor under the procedures set forth in Section 3 of this Title, a creditor shall first contact a Consumer Advocate in an effort to avoid the necessity for an attachment proceeding. The Consumer Advocate shall discuss the matter with the Indian debtor and negotiate with both parties to use all reasonable means of avoiding attachment. If such negotiations are unsuccessful, the Consumer Advocate shall be available at the request of the debtor to provide legal representation for the debtor during each stage of any attachment proceeding that may be subsequently initiated by the creditor.

SECTION 3 PROCEDURES FOR ATTACHMENT OF INDIAN PROPERTY

The non-trust personal property of an Indian debtor may only be attached in the types of cases described in Section 2(A) of this Title if the following procedures are strictly followed:

A. Written Petition and Affidavit by Creditor

At the time of issuance of a summons in a civil action or at any time prior to a final judgment in such action, a creditor may file with the Clerk of the Shoshone-Bannock Tribal Court a written petition for a writ of attachment. The contents of the petition may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council. Any petition shall be accompanied by an affidavit made by or on behalf of the creditor, which shall contain the following facts:

(1) That a debt is owed to the creditor by an Indian debtor and the specific amount of the debt;

(2) That the debt or contract involved meets the requirements of Section 2(A) of this Title;

(3) That the property sought to be attached, which shall be specifically identified, is non-trust personal property belonging to the debtor;

(4) That the creditor has reasonable cause to believe, based upon facts or circumstances specifically set forth, that (a) the specific property sought to be attached may be lost, damaged or removed off the Reservation prior to payment of a final judgment that may later be recovered by the creditor and (b) the loss, damage or removal of the property will jeopardize the ability of the creditor to collect on any judgment that may later be recovered; and

(5) That the creditor has made all reasonable efforts to comply with the requirements of Section 2(B) of this Title concerning consultation with a Consumer Advocate.

B. Court Order to Indian Debtor Concerning Hearing

The Tribal Court shall, without delay, examine any petition and affidavit, and if satisfied that they meet the requirements of sub-section (A), the Court shall issue an Order directing the Indian debtor to appear for a hearing on the petition. The Order shall fix the date and time for the hearing, which shall be no sooner than five (5) days from the issuance thereof; provided, however, that this time may be shortened by the Court if:

(1) the facts set forth in the petition and affidavit render it likely that the specific property sought to be attached may be lost, damaged or removed off the Reservation in less than five (5) days; and

(2) proper service of the Order upon the debtor can be made in less than five (5) days.

The Order shall also inform the debtor: (a) of the right to be represented at the hearing by a Consumer Advocate; (b) of the right at the hearing to present evidence and testimony opposing the attachment; and (c) that failure to appear at the hearing may result in the issuance of a writ of attachment by default without any further notice to the debtor. The Order, together with a copy of the petition and affidavit, shall be served upon the Indian debtor personally or in such manner as the Tribal Court may determine to be reasonably calculated to afford fair notice to the debtor in light of circumstances appearing from the petition and affidavit.

C. Written Answer by Debtor

The Indian debtor may file with the Clerk a written answer or response to the creditor's petition, along with any opposing affidavit,

at any time prior to the hearing on the petition. The contents of the written answer may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council.

D. Temporary Restraining Order Prior to Hearing

A petition for writ of attachment shall not be granted without a hearing under sub-section (E) even if the Indian debtor shall fail to appear at such hearing. However, in addition to the Order described in sub-section (B), the Tribal Court prior to such hearing may issue such temporary restraining orders, directed to the debtor, prohibiting such acts with respect to the property as may appear necessary to preserve the rights of the parties and the status of the property.

E. Hearing on Petition

At the hearing on the petition for writ of attachment, the Tribal Court shall hear such witnesses and evidence as may be necessary to properly determine:

(1) whether there is a reasonable probability that the creditor will prevail on the underlying debt or contract claim against the Indian debtor and the amount of a final judgment that the creditor will probably be entitled to recover;

(2) whether there is a reasonable probability that the specific property sought to be attached may be lost, damaged or removed off the Reservation prior to payment of the final judgment that the creditor will probably recover; and

(3) whether there is a reasonable probability that the loss, damage or removal of the property will jeopardize the ability of the creditor to collect on such final judgment.

If the Court finds in favor of the creditor on each of these three determinations, the Court may grant the creditor's petition and issue a writ of attachment. The writ shall authorize the seizure of only that amount of the debtor's non-trust personal property which is specified in the petition and which the Court deems necessary to assure that the creditor will be able to collect on the judgment.

F. Creditor's Bond or Undertaking

A writ of attachment shall not issue until the creditor has filed with the Clerk a money bond or written undertaking in such amount as the Tribal Court shall deem adequate. The bond or undertaking shall be to the effect that if the debtor ultimately prevails on the underlying debt or contract claim, or if the attachment be wrongfully issued, the creditor will pay all costs that may be awarded to the debtor and all damages, not exceeding the sum of the bond or undertaking, which are caused to the debtor by reason of the attachment.

G. Form of Writ of Attachment

The writ of attachment shall be directed to the Tribal Police Department, and it shall require the officers thereof without delay to seize and safely keep the non-trust personal property of the debtor, which shall be specifically identified in the writ, until further order of the Court.

H. Service of Writ upon Indian Debtor

The Tribal Police officer shall serve without delay a copy of the writ of attachment upon the debtor by delivering the same to him

personally, if he can be found, or to his agent from whom possession of the property is taken. If neither the debtor nor his agent can be found, then the officer shall leave a copy of the writ at either's place of residence with some person 18 years of age or older. If neither the debtor nor his agent have a place of residence, then the officer shall mail copies of the writ to each of them at their last known address.

I. Indian Debtor's Bond or Undertaking

(1) Prior to Attachment

At any time prior to seizure under a writ of attachment the debtor may retain all or any portion of the property sought to be attached by filing with the Clerk a money bond or written undertaking executed by two (2) or more sufficient sureties, to the effect that they are bound in an amount sufficient to satisfy the creditor's claim, plus allowable costs, or in an amount equal to the value of the specific property sought to be retained. The debtor shall serve a notice of the filing of such bond or undertaking upon the creditor at the time of filing same with the Clerk.

(2) After Attachment

At any time after seizure under a writ of attachment, the debtor may require the return of all or any portion of the property attached by filing with the Clerk a money bond or written undertaking executed by two (2) or more sufficient sureties, to the effect that they are bound in an amount sufficient to satisfy the creditor's claim, plus allowable costs, or in an amount equal to the value of the specific property sought to be returned. The debtor shall serve a notice of the filing of such bond or undertaking upon the

creditor at the time of filing same with the Clerk.

J. Termination of Attachment Proceedings and Return
of Attached Property to Indian Debtor

If the debtor files a bond or undertaking under sub-section (I) in an amount sufficient to satisfy the creditor's claim, plus allowable costs, then all attachment proceedings shall terminate unless the creditor challenges the debtor's sureties. If, at the time of filing such a bond or undertaking, the property is in the custody of the Tribal Police, then such property shall be returned to the debtor within five (5) days after the debtor has served notice of the filing of such bond or undertaking upon the creditor unless the creditor challenges the sureties. Any challenge by a creditor to the debtor's sureties shall be filed in writing with the Clerk and a hearing thereon shall be promptly scheduled by the Tribal Court.

K. Disposition of Attached Property

The Tribal Police officer directed to execute the writ of attachment shall return the writ with the summons if issued at the same time. Otherwise, the officer shall return the writ within twenty (20) days after receiving it, with proper notation thereon or attached thereto concerning his actions in executing the writ. Any property seized under writ of attachment by the Tribal Police shall be safely kept until further order of the Tribal Court, and such property may be sold under the execution procedures set forth in Title VII of this Code to satisfy any final judgment obtained by the creditor.

SECTION 4 ATTACHMENT OF INDIAN PROPERTY IN STATE COURT

The State Courts of Idaho do not possess jurisdiction to order the attachment prior to a final State Court judgment of any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Accordingly, neither the Tribal Court nor the Tribal Police shall be authorized to honor any pre-judgment writ of attachment issued by an Idaho State Court and directed toward any such Indian personal property. Final judgments of Idaho State Courts involving Indian debtors who reside within the Fort Hall Reservation may be given Full Faith and Credit in the Shoshone-Bannock Tribal Court under the procedures set forth in Title VI of this Code. If thus given Full Faith and Credit by the Tribal Court, such final State Court judgments may thereafter be enforced against non-trust Indian personal property located within the Reservation under procedures set forth in Title VII (Execution) and Title VIII (Garnishment) of this Code.

SECTION 5 ATTACHMENT OF NON-INDIAN PROPERTY IN TRIBAL COURT

A. Civil Action by Indian Creditor

Any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian debtor may be attached in the Shoshone-Bannock Tribal Court in accordance with all the procedures set forth in Section 3 of this Title if an Indian creditor has properly filed in the Tribal Court a civil action against the non-Indian debtor and such action meets the requirements set forth in Section 2(A) of this Title. In addition, before seeking to attach the property of a non-Indian debtor

the Indian creditor shall comply with the requirements of Section 2(B) of this Title concerning prior consultation with a Consumer Advocate.

B. Civil Action by Non-Indian Creditor

The Shoshone-Bannock Tribal Court is not presently authorized by Tribal law to exercise jurisdiction over civil actions by non-Indian creditors against non-Indian debtors concerning debts or contracts made within the exterior boundaries of the Fort Hall Reservation, and such civil actions may only be brought in the appropriate Idaho State Court. Accordingly, the pre-judgment attachment by a non-Indian creditor of non-Indian personal property located within the Reservation shall be in compliance with Idaho State Law, subject, however, to the procedures set forth in Section 6(C) of this Title regarding non-Indian personal property that is located upon lands owned by the Shoshone-Bannock Tribes or by any Indian. However, as set forth in Title II, Section 2(B) of this Code, the Business Council may act in the future to exercise inherent Tribal sovereignty over both civil actions and related attachment proceedings involving only non-Indians and non-Indian property within the Reservation.

SECTION 6 ATTACHMENT OF NON-INDIAN PROPERTY IN STATE COURT

A. Civil Action By Indian Creditor

Any Indian Creditor who has properly filed a civil action against a non-Indian debtor in an Idaho State Court shall be entitled to attach the debtor's personal property located within the Fort Hall Reservation under the following procedures:

- (1) The creditor shall comply with all requirements of Idaho State law governing issuance of writs of attachment; and
- (2) A copy of the writ of attachment shall be delivered by the County Sheriff to the Chief Judge of the Tribal Court who shall verify the validity of the writ and authorize the execution of the writ by the Sheriff. The Tribal Court may, in its discretion, direct that the Sheriff shall execute the writ in the company of a Tribal Police Officer.

B. Civil Action by Non-Indian Creditor

Any non-Indian creditor who has properly filed a civil action against a non-Indian debtor in an Idaho State Court shall be entitled to attach the debtor's personal property located upon any lands owned by non-Indians within the Fort Hall Reservation in accordance with Idaho State Law, and such attachment shall not be governed by this Title.

C. Attachment of Personal Property Located Upon Tribal Or Indian Lands

Any creditor who has properly filed a civil action against a non-Indian debtor in an Idaho State Court shall be entitled to attach the debtor's personal property located on lands within the Fort Hall Reservation that are owned by the Shoshone-Bannock Tribes or by any Indian only in accordance with the procedures set forth in Section 6(A)(1) and (2) of this Title.

TITLE VI
FULL FAITH AND CREDIT FOR
STATE AND OTHER TRIBAL
COURT JUDGMENTS

SECTION 1 FULL FAITH AND CREDIT

Full Faith and Credit shall be given in the Shoshone-Bannock Tribal Court to the judicial proceedings of every State and of every federally-recognized Indian Tribe in which a final judgment has been obtained, except as otherwise provided in this Title.

SECTION 2 JURISDICTION AND PROCEDURE FOR ESTABLISHING FULL FAITH AND CREDIT

Any judgment creditor shall be entitled to seek enforcement of a final State or Tribal Court judgment in accordance with the following procedures:

A. Written Petition by Judgment Creditor

The judgment creditor shall file a written petition with the Clerk of the Shoshone-Bannock Tribal Court, accompanied by a verified copy of the State or Tribal Court judgment sought to be enforced. The contents of the petition shall be set forth in Rules of Court adopted by the Chief Judge and approved by the Shoshone-Bannock Business Council. The petition shall be served upon the judgment debtor in the same manner as authorized by the Law and Order Code of the Shoshone-Bannock Tribes for service of

other civil process.

B. Written Answer by Judgment Debtor

The judgment debtor may file with the Clerk a written answer or response to the petition at any time prior to the hearing on the petition. The contents of the written answer or petition may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council.

C. Hearing on Petition

After reasonable notice to the judgment debtor, a hearing shall be held on the petition seeking Full Faith and Credit. The debtor shall be required at the hearing to show cause why the State or Tribal Court judgment should not be enforced. However, in accordance with the provisions of Sections 3 and 4 of this Title, the Shoshone-Bannock Tribal Court shall inquire into the underlying facts of the State or Tribal judicial proceeding as well as the underlying facts and circumstances of the incident which formed the basis for such proceeding.

SECTION 3 REVIEW OF JURISDICTIONAL BASIS FOR STATE OR TRIBAL JUDGMENT

At the hearing upon the petition, the Tribal Court shall examine the underlying facts of the State or Tribal judicial proceeding sought to be enforced in order to determine: (a) that the State or Tribal Court had proper subject matter jurisdiction over the dispute to enable it to render a valid judgment; (b)

that the State or Tribal Court had proper personal jurisdiction over the judgment debtor to enable it to render a valid judgment; and (c) that the judgment debtor received a fair notice and opportunity to be heard prior to entry of the State or Tribal judgment. Full Faith and Credit shall be given to a State or Tribal Court judgment only if the Shoshone-Bannock Tribal Court determines that all the requirements of sub-sections (a), (b), and (c) were met.

SECTION 4 REVIEW OF CONSUMER TRANSACTIONS

In considering a petition for Full Faith and Credit from a judgment creditor in connection with a consumer transaction, the Tribal Court shall review the underlying facts and circumstances of the consumer transaction in order to determine the existence of any unconscionable act or practice by the supplier. In determining whether an act or practice is unconscionable, the Tribal Court shall consider circumstances such as the following of which the supplier knew or had reason to know:

(a) that the supplier took advantage of the inability of the consumer reasonably to protect his or her interests because of physical infirmity, ignorance, illiteracy, inability to understand the language of an agreement, or similar factors;

(b) that when the consumer transaction was entered into the price grossly exceeded the price at which similar property or services were readily obtainable in similar transactions by like consumers;

(c) that when the consumer transaction was entered into there was no reasonable probability of payment of the obligation in full by the consumer; or

(d) that the supplier made a misleading statement of opinion on which the consumer was likely to rely to his detriment.

If the Tribal Court determines that an act or practice in a consumer transaction was unconscionable, the Court may refuse to enforce the State or other Tribal Court judgment or may enforce only such part of the judgment that was not affected by the unconscionable act or practice.

SECTION 5 ENTRY OF JUDGMENT

Once the Shoshone-Bannock Tribal Court has satisfied itself that the State or Tribal Judicial proceedings are entitled to Full Faith and Credit, the Court shall enter a judgment in favor of the judgment creditor. The entry of said judgment shall entitle the judgment creditor to enforce its judgment against the judgment debtor.

SECTION 6 REMEDIES AVAILABLE TO JUDGMENT CREDITOR

After judgment is entered in the Shoshone-Bannock Tribal Court, the judgment creditor may enforce its judgment in the following manner:

(a) by seeking a writ of execution in accordance with procedure set forth in Title VII of this Code; or

(b) by seeking a writ of garnishment in accordance with procedures set forth in Title VIII of this Code; or

(c) without seeking a writ of execution or writ of garnishment a judgment creditor may request the assistance of a Consumer Advocate in negotiating a satisfaction of the judgment without any further proceedings in the Tribal Court.

SECTION 7 ROLE OF CONSUMER ADVOCATES

Upon request by a judgment creditor, a Consumer Advocate shall attempt to negotiate between the judgment creditor and debtor to secure satisfaction of the judgment given Full Faith and Credit by the Tribal Court. The Business Council urges affected parties to use this informal approach whenever possible to avoid the expense and time involved in execution and garnishment proceedings. A judgment debtor may also initiate a request with the Consumer Advocate for informal satisfaction of the judgment. The Consumer Advocate shall be available at any stage of the proceedings under Section 2 of this Title to serve as the legal representative of the judgment debtor if the debtor requests such assistance.

SECTION 8 STATE AND TRIBAL COURTS ENTITLED TO FULL FAITH AND CREDIT

Notwithstanding any of the provisions in this Title, the Shoshone-Bannock Tribal Court shall refuse to recognize the judgment of any State or Tribal Court which has refused or has clearly indicated that it would refuse to honor the valid final judgments of the Shoshone-Bannock Tribal Court. The Business Council shall work in conjunction with the Tribal Court Adminis-

trator and the Chief Judge of the Tribal Court to develop agreements with the various States and other federally-recognized Tribes concerning mutual recognition of valid court judgments.

TITLE VII
PROCEDURES FOR EXECUTION
ON PROPERTY
LOCATED WITHIN THE FORT HALL RESERVATION

SECTION 1 TRIBAL JURISDICTION OVER EXECUTIONS

A. Personal Property of Indians

The Shoshone-Bannock Tribes possess exclusive jurisdiction over the execution on any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Such Indian personal property shall not be subject to execution except in strict compliance with the provisions set forth in Sections 2 through 9 of this Title.

B. Real Property of Indians

1. Trust Property

The Shoshone-Bannock Tribes possess exclusive jurisdiction over the execution on any real property located within the exterior boundaries of the Fort Hall Reservation that belongs to any Indian and that qualifies as "Trust Property" under Title I (44) of this Code. Such Indian real property shall not be subject to execution in the Tribal Court. If individual Indian real property located within the Reservation qualifies as "Trust Property" and has been validly mortgaged under Title 25, United States Code, Section 483a, such property shall be subject to foreclosure or sale in a proceeding before the Tribal Court, and in accordance with the requirements of Section 483a, such foreclosure or sale shall be pursuant to the terms of the applicable mortgage or deed of trust and in accordance with the laws of the State of Idaho.

2. Non-Trust Property

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the execution on any real property located within the

exterior boundaries of the Fort Hall Reservation that belongs to any Indian and that qualifies as "Non-Trust Property" under Title I (44) of this Code. Execution on such property shall be in accordance with the laws of the State of Idaho; provided, however, that the Business Council may act in the future to exercise inherent Tribal sovereignty over executions on such property, as set forth in Title II, Section 2(B) of this Code.

C. Personal Property of Non-Indians

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the execution on any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian. Such non-Indian personal property shall not be attached except in strict compliance with the procedures set forth in Sections 11 and 12 of this Title.

D. Real Property of Non-Indians

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the execution on any real property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian. Execution on such property shall be in accordance with the laws of the State of Idaho; provided, however, that the Business Council may act in the future to exercise inherent Tribal sovereignty over executions on such property, as set forth in Title II, Section 2(B) of this Code.

SECTION 2 TIME LIMITS ON WRITS OF EXECUTION ON INDIAN PERSONAL PROPERTY

Any judgment creditor in whose favor a money judgment has been given by the Tribal Court may at anytime within two (2) years after entry thereof have a writ or writs of execution issued to enforce the judgment against those types

of non-trust personal property of an Indian debtor set forth in Section 9 of this Title.

SECTION 3 PROCEDURES FOR WRITS OF EXECUTION ON INDIAN PERSONAL PROPERTY

A writ or writs of execution may be issued by the Tribal Court on the non-trust personal property of an Indian judgment debtor, as defined in Section 9 of this Title, in accordance with the following procedures:

A. Written Petition by Judgment Creditor

The judgment creditor shall file a written petition with the Clerk of the Tribal Court, which shall contain a concise statement of such information as may be required in Rules of Court adopted by the Chief Judge and approved by the Business Council. The petition shall be served upon the Indian judgment debtor in the same manner as authorized by the Law and Order Code of the Shoshone-Bannock Tribes for service of civil process generally.

B. Written Answer by Judgment Debtor

The Indian judgment debtor may file with the Clerk a written answer or response to the creditor's petition at any time prior to the hearing on the petition. The contents of the written answer or response may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council.

C. Hearing on Petition

After reasonable notice to an Indian judgment debtor, the Tribal Court shall hold a hearing on the petition. At the hearing the Court shall examine the Indian debtor as to the nature and extent of his or her personal property, and the Court shall determine what personal property of the debtor is available for execution under the standards set forth in Section 9 of this Title. The Court shall also determine whether the creditor or debtor has sought consultation

prior to the hearing with a Consumer Advocate concerning informal satisfaction of the judgment, and the Court may urge the parties to pursue informal settlement with the Consumer Advocate in lieu of execution. The Consumer advocate shall be available to represent the debtor at the hearing if the debtor so requests.

D. Issuance of Writ of Execution by Tribal Court

If at the conclusion of the hearing the Tribal Court determines that the Indian debtor has property available for execution, the Court shall issue a writ specifying the particular property of the debtor to be seized to satisfy the judgment and the costs of any sale held under Sections 6 or 7 of this Title. The writ shall also direct any Tribal police officer to seize and deliver to the Clerk of the Court the property specified in the writ.

SECTION 4 RETURN OF EXECUTION WRIT

Within sixty (60) days upon receipt of the writ of execution, the Tribal police officer shall return it to the Clerk with the property seized by the officer, or with a written explanation of why the officer cannot deliver such property.

SECTION 5 APPRAISAL OF PROPERTY SEIZED

Immediately upon receipt of the property seized under a writ of execution, the Clerk of Court shall cause it to be appraised item by item by three persons who reside within the Fort Hall Reservation and who have no interest in the property nor relationship to the parties. One appraiser shall be selected by the judgment creditor, one by the judgment debtor, and one by the Clerk, and all appraisers shall be instructed by the Clerk to make an impartial appraisal. If either the judgment creditor or judgment debtor, or both, fail to select an appraiser, the Clerk shall make the selection. If the majority of the appraisers

cannot agree on an appraisal of any item of seized property within 48 hours of their appointment, the Clerk may appoint new appraisers.

SECTION 6 PUBLIC SALE OF PROPERTY SEIZED

A. Notice of Sale

Within seven (7) days after appraisal of property seized under a writ of execution, the Clerk of Court shall post in public places on the Reservation at least two (2) notices of sale containing a full description of the property to be sold, together with the appraised value of each item and the time and place of the sale. In addition, the Clerk shall cause such a notice of sale to be published at least once in the Sho-Ban News.

B. Time and Place of Sale

The sale shall be held within a reasonable time after posting and publication, as the Clerk shall determine, and the place of sale shall be in a convenient public location within the Reservation as the Clerk shall determine.

C. Procedures of Sale

The Clerk shall sell the property publicly, to the highest bidder for cash, but for not less than the appraised price. The Clerk shall have discretion to sell the property by item or in bulk.

D. Proceeds of Sale

The Clerk shall pay into the Tribal Court the expenses of sale and any unpaid Court costs of either party out of the proceeds of sale, and the balance of the proceeds up to the full amount of the judgment (less any unpaid Court costs of the creditor) shall be paid by the Clerk to the creditor. Any excess proceeds remaining thereafter shall be paid to the debtor. The Clerk shall deliver a bill of sale to the buyer upon the latter's request.

SECTION 7 PRIVATE SALE OF PROPERTY SEIZED

If the Clerk is unable to sell the property seized under a writ of execution for its appraised value, he may hold it for fourteen (14) days after the date of the attempted sale, during which time he shall sell it to the first person offering the appraised value in cash. The Clerk may at any time, however, after an unsuccessful attempted public sale and before an actual sale, upon request of the creditor and payment of all costs, deliver the property to the creditor and credit the appraised value thereof against the judgment debt. If the appraised value is greater than the debt, the Clerk shall not deliver the property to the creditor until the creditor pays the debtor in cash for such excess value. At the end of fourteen (14) days after an attempted sale, the Clerk shall return the property to the debtor if it remains unsold and unclaimed by the creditor.

SECTION 8 REDEMPTION OF PROPERTY

The judgment debtor shall have within six (6) months after sale of the property to redeem it by paying to the buyer in cash the full purchase price at the sale, plus interest at the rate of 12% per annum and costs.

SECTION 9 INDIAN PERSONAL PROPERTY SUBJECT TO EXECUTION

All personal property of any Indian that is located within the exterior boundaries of the Fort Hall Reservation and that qualifies as "Trust Property" under Title I (44) of this Code shall not be subject to execution. Only the following Indian personal property located within the Reservation that qualifies as "Non-Trust Property" under Title I (44) shall be subject to execution and any other "Non-Trust Property" of any Indian shall be free of execution:

- (1) Livestock in excess of 10 units, with the debtor possessing

the right to select which animals not in excess of 10 units the debtor wishes to keep;

(2) Any personal property of the debtor in excess of the value of \$1000.00, if the loss thereof will not impose a substantial hardship upon the family of the debtor, and the debtor shall have the right to select which property in excess of the value of \$1000.00 the debtor wishes to keep;

(3) Any personal property to which the judgment creditor holds legal title or upon which the creditor holds a lawful lien, provided the writ of execution specifies such property; and

(4) The homestead of the debtor and his or her spouse and dependents to the extent of any value of the homestead in excess of \$10,000.00.

Any "Non-Trust" personal property not covered by sub-sections (1) through (4) above shall be subject to execution and sale on a judgment recovered for the purchase price of the property so long as the property remains in the possession of the original purchaser.

SECTION 10 EXECUTION ON INDIAN PERSONAL PROPERTY IN STATE COURT

The State Courts of Idaho do not possess jurisdiction to issue writs of execution on any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Accordingly, neither the Tribal Court nor the Tribal Police shall be authorized to honor any writ of execution issued by an Idaho State Court that directs the seizure or sale of any such Indian personal property. Final judgments of Idaho State Courts involving Indian debtors who reside within the Fort Hall Reservation may be given Full Faith and Credit in the Tribal Court under the procedures set forth in Title VI of this Code. If thus given Full Faith and Credit by the Tribal Court, such final State Court judgments may thereafter be enforced against non-trust Indian personal property in accordance with the provisions

set forth in Sections 2 through 9 of this Title.

SECTION 11 EXECUTION ON NON-INDIAN PERSONAL PROPERTY IN TRIBAL COURT

A. Civil Action by Indian Creditor

Any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian debtor may be executed and sold in accordance with all the provisions of Sections 2 through 9 of this Title if an Indian creditor has obtained a money judgment against the debtor in the Tribal Court.

B. Civil Action by Non-Indian Creditor

The Shoshone-Bannock Tribal Court is not presently authorized by Tribal law to exercise jurisdiction over civil actions by non-Indian creditors against non-Indian debtors concerning debts or contracts made within the exterior boundaries of the Fort Hall Reservation, and such civil actions may only be brought in the appropriate Idaho State Court. Accordingly, execution by a non-Indian creditor on non-Indian personal property located within the Reservation shall be in compliance with Idaho State law, subject, however, to the procedures set forth in Section 12(C) of this Title regarding non-Indian personal property that is located on lands owned by the Shoshone-Bannock Tribes or by any Indian. However, as set forth in Title II, Section 2(B) of this Code, the Business Council may act in the future to exercise inherent Tribal sovereignty over both civil actions and execution proceedings involving only non-Indians and non-Indian property within the Reservation.

SECTION 12 EXECUTION ON NON-INDIAN PERSONAL PROPERTY IN STATE COURT

A. Civil Action by Indian Creditor

Any Indian judgment creditor who has obtained a valid final judgment against a non-Indian debtor in an Idaho State Court shall be entitled to execute

on the debtor's personal property located within the Fort Hall Reservation in accordance with all the provisions of Sections 2 through 9 of this Title if the Indian creditor has obtained from the Tribal Court a judgment under the provisions of Title VI of this Code giving Full Faith and Credit to the final judgment of the Idaho State Court.

B. Civil Action by Non-Indian Creditor

Any non-Indian judgment creditor who has obtained a valid final judgment against a non-Indian debtor in an Idaho State Court shall be entitled to execute on the debtor's personal property located upon any lands owned by non-Indians within the Fort Hall Reservation in accordance with Idaho State law, and such execution shall not be governed by this Title.

C. Execution on Personal Property Located Upon Tribal Indian Lands

Any non-Indian creditor who has obtained a valid final judgment against a non-Indian debtor in an Idaho State Court shall be entitled to execute on the debtor's personal property located upon lands within the Fort Hall Reservation that are owned by the Shoshone-Bannock Tribes or by any Indian only in accordance with the following procedures:

(1) The creditor shall comply with all requirements of Idaho State law governing writs of execution; and

(2) A copy of the writ of execution shall be delivered by the County Sheriff to the Chief Judge of the Tribal Court who shall verify the validity of the writ and authorize execution of the writ by the Sheriff. The Tribal Court may, in its discretion, direct that the Sheriff shall execute the writ in the company of a Tribal Police Officer.

TITLE VIII
PROCEDURES FOR GARNISHMENT
ON PROPERTY
LOCATED WITHIN THE FORT HALL
RESERVATION

SECTION 1 TRIBAL JURISDICTION OVER GARNISHMENT

A. Personal Property and Money of Indians

The Shoshone-Bannock Tribes possess exclusive jurisdiction over the garnishment on any non-trust money or non-trust personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Such money or personal property owned by or due an Indian shall not be subject to garnishment except in strict compliance with the provisions set forth in Sections 2 through 9 of this Title. Garnishment is not available to seize real property.

B. Personal Property and Money of Non-Indians

The Shoshone-Bannock Tribes possess concurrent jurisdiction with the Idaho State Courts over the garnishment of any personal property or money that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indians. Such non-Indian personal property shall not be garnished except in strict compliance with the procedures

set forth in Sections 11 and 12 of this Title. Garnishment is not available to seize real property.

SECTION 2 TIME LIMITS ON WRITS OF GARNISHMENT ON INDIAN PERSONAL PROPERTY OR MONEY

Any judgment creditor in whose favor a money judgment has been given by the Tribal Court may at any time within two (2) years after entry thereof have a writ or writs of garnishment issued to enforce the judgment against those types of non-trust personal property or non-trust money of an Indian debtor, as set forth in Section 9 of this Title, which are held by or in the possession of another person other than the debtor.

SECTION 3 PROCEDURES FOR WRITS OF GARNISHMENT ON INDIAN PERSONAL PROPERTY OR MONEY

A writ or writs of garnishment may be issued by the Tribal Court on the non-trust personal property or non-trust money of an Indian judgment debtor, as defined in Section 9 of this Title, which property is in the possession of or held by another person, in accordance with the following procedures:

A. Written Petition by Judgment Creditor

The judgment creditor shall file a written petition with the Clerk of the Tribal Court, which shall contain a concise statement of such information as may be required in Rules of Court adopted by the Chief Judge and approved by the Business Council. The petition shall be served upon the Indian judgment debtor and on the garnishee in the same manner as authorized by the Law and Order Code of the Shoshone-Bannock Tribes for service of civil process generally.

B. Written Answer by Judgment Debtor

The Indian judgment debtor may file with the Clerk a written answer or response to the Creditor's petition at any time prior to the hearing on the petition. The person sought to be garnished may file a written answer at any time prior to the hearing on the petition. The contents of the written answer or response may be set forth in Rules of Court adopted by the Chief Judge and approved by the Business Council.

C. Hearing on Petition

After reasonable notice to the Indian judgment debtor and garnishee, the Tribal Court shall hold a hearing on the Petition. At the hearing the Court shall examine the Indian debtor and the garnishee as to the nature and extent of the personal property or money in the possession of the person or persons sought to be garnished and the Court shall determine what personal property or money of the debtor is available for garnishment under the provisions set forth in Section 9 of this Title. The Court shall also determine whether the creditor or debtor has sought consultation prior to the hearing with the Consumer Advocate concerning informal satisfaction of the judgment, and the Court may urge the parties to pursue informal settlement with the Consumer Advocate in lieu of garnishment. The Consumer Advocate shall be available to represent the debtor at the hearing if the debtor so requests.

D. Issuance of Writ of Garnishment by Tribal Court

If at the conclusion of the hearing the Tribal Court determines that the Indian debtor has property or money available for garnishment, the Court shall issue a writ specifying the particular property or the amount of money of the debtor to be seized to satisfy the judgment. The writ shall be served on the person or persons sought to be garnished in the same manner as authorized by the Law and Order Code of the Shoshone-Bannock Tribes for service of civil process generally. The writ shall be issued in the name of the Tribal Court and shall be directed to the garnishee, commanding the garnishee to retain the property or money until further order of the Court.

SECTION 4 JUDGMENT ON WRIT OF GARNISHMENT

Within thirty (30) days after service of the writ of garnishment, the judgment creditor shall petition the Tribal Court for a judgment on the writ of garnishment. Such judgment shall be entered, if by reason of the hearing and answers filed therein, it appears that the garnishee is in possession of property or money due or to become due the judgment debtor. Once a garnishee judgment is secured, the garnishee shall deliver the property or money to the Clerk of the Tribal Court. The

judgment creditor may then obtain the property or money from the Clerk after Court costs are paid to the Clerk by the judgment creditor. If a judgment creditor fails within thirty (30) days of service of the writ of garnishment to secure a garnishee judgment, the writ of garnishment shall be discharged without further order of the Court and the garnished property or money shall be released to the judgment debtor.

SECTION 5 APPRAISAL OF PROPERTY SEIZED

Immediately upon receipt of the personal property seized under a writ of garnishment, the Clerk of Court shall cause it to be appraised item by item by three persons who reside within the Fort Hall Reservation and who have no interest in the property nor relationship to the parties. One appraiser shall be selected by the judgment creditor, one by the judgment debtor, and one by the Clerk. All appraisers shall be instructed by the Clerk to make an impartial appraisal. If either the judgment creditor or judgment debtor, or both, fail to select an appraiser, the Clerk shall make the selection. If the majority of the appraisers cannot agree on an appraisal of any item of seized property within 48 hours of their appointment, the Clerk may appoint new appraisers.

SECTION 6 PUBLIC SALE OF PROPERTY SEIZED

A. Notice of Sale

If the judgment creditor elects not to keep the property so garnished, said creditor shall notify the clerk of Court and within seven (7) days after appraisal of property seized under a writ of garnishment, the Clerk of Court shall post in public places on the Reservation at least two (2) notices of sale containing a full description of the property to be sold, together with the appraised value of each item and the time and place of the sale. In addition, the Clerk shall cause such a notice of sale to be published at least once in the Sho-Ban News.

B. Time and Place of Sale

The sale shall be held within a reasonable time after posting and publication, as the Clerk shall determine, and the place of sale shall be in a convenient public location within the Reservation as the Clerk shall determine.

C. Procedures of Sale

The Clerk shall sell the property publicly, to the highest bidder for cash, but for not less than the appraised price. The Clerk shall have discretion to sell the property by item or in bulk.

D. Proceeds of Sale

The Clerk shall pay into the Tribal Court the expenses

of sale and any unpaid Court costs of either party out of the proceeds of sale, and the balance of the proceeds up to the full amount of the judgment (less any unpaid Court costs of the creditor) shall be paid by the Clerk to the creditor. Any excess proceeds remaining thereafter shall be paid to the debtor. The Clerk shall deliver a bill of sale to the buyer upon the latter's request.

SECTION 7 PRIVATE SALE OF PROPERTY SEIZED

If the Clerk is unable to sell the property seized under a writ of garnishment for its appraised value, he may hold it for fourteen (14) days after the date of the attempted sale, during which time he shall sell it to the first person offering the appraised value in cash. The Clerk may at any time, however, after an unsuccessful attempted public sale and before an actual sale, upon request of the creditor and payment of all costs, deliver the property to the creditor and credit the appraised value thereof against the judgment debt. If the appraised value is greater than the debt, the Clerk shall not deliver the property to the creditor until the creditor pays the debtor in case for such excess value. At the end of fourteen (14) days after an attempted sale, the Clerk shall return the property to the debtor if it remains unsold and unclaimed by the creditor.

SECTION 8 REDEMPTION OF PROPERTY

The judgment debtor shall have within six (6) months after sale of the property to redeem it by paying to the buyer in cash the full purchase price at the sale, plus interest at the rate of 12% per annum and costs.

SECTION 9 INDIAN PERSONAL PROPERTY AND MONEY SUBJECT TO GARNISHMENT

All personal property of any Indian that is located within the exterior boundaries of the Fort Hall Reservation and that qualifies as "Trust Property" under Title I (44) of this Code shall not be subject to garnishment. Only the following Indian personal property located within the Reservation that qualifies as "Non-Trust Property" under Title I (44) shall be subject to garnishment and any other "Non-Trust Property" of any Indian shall be free of garnishment:

(1) Livestock in excess of 10 units, with the debtor possessing the right to select which animals not in excess of 10 units the debtor wishes to keep;

(2) Any personal property of the debtor in excess of the value of \$1000.00 if the loss thereof will not impose a substantial hardship upon the family of the debtor, and the debtor shall have the right to select which property in excess of the value of \$1000.00 the debtor wishes to keep;

(3) Any personal property to which the judgment creditor holds legal title or upon which the creditor holds a lawful

lien, provided the writ of garnishment specifies such property;
and

(4) The maximum portion of disposable earnings of an individual becoming due any individual which are subject to garnishment is the lessor of:

(a) 20% of his disposable earnings for the pay period,
or

(b) the amount by which his disposable earnings for that period exceed thirty times the Federal minimum hourly wage prescribed by section 6 (a) (1) of The Fair Labor Standards Act of 1938, U.S.C. Title 29, Section 206 (a) (1), in effect at the time the earnings are payable.

(c) Notwithstanding the foregoing, the debtor may defeat a garnishment by a showing that the wages subject to garnishment if lost will impose a substantial hardship on the debtor or his family.

(d) Notwithstanding any of the foregoing, if money otherwise subject to garnishment can be traced to earnings from personal services, the limitations set forth in §4 (a), (b) or (c) apply.

(e) No employer shall discharge an employee for the reason that a judgment creditor of the employee has subjected or attempted to subject unpaid earnings of the employee to garnishment or like proceedings directed to the

employer for the purpose of paying a judgment arising from a consumer transaction.

(f) If an employer discharges an employee in violation of the provisions prohibiting discharge, the employee may within ninety days bring a civil action for recovery of wages lost as a result of the violation and for an order requiring the reinstatement of the employee. Damages recoverable shall not exceed lost wages for six weeks.

SECTION 10 GARNISHMENT ON INDIAN PERSONAL PROPERTY IN STATE COURT

The State Courts of Idaho do not possess jurisdiction to issue writs of garnishment on any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any Indian. Accordingly, neither the Tribal Court nor the Tribal Police shall be authorized to honor any writ of garnishment issued by an Idaho State Court that directs the seizure or sale of any such Indian personal property. Final judgments of Idaho State Courts involving Indian debtors who reside within the Fort Hall Reservation may be given Full Faith and Credit in the Tribal Court under the procedures set forth in Title VI of this Code. If thus given Full Faith and Credit by the Tribal Court, such final State Court judgments may thereafter be enforced against non-trust Indian personal property or money in accordance with the provisions set forth in Sections 2 through 9 of this Title.

SECTION 11 GARNISHMENT ON NON-INDIAN PERSONAL PROPERTY IN TRIBAL COURT

A. Civil Action by Indian Creditor

Any personal property that is located within the exterior boundaries of the Fort Hall Reservation and that belongs to any non-Indian debtor may be garnished and sold in accordance with all the provisions of Sections 2 through 9 of this Title if an Indian creditor has obtained a money judgment against the debtor in the Tribal Court.

B. Civil Action by Non-Indian Creditor

The Shoshone-Bannock Tribal Court is not presently authorized by Tribal law to exercise jurisdiction over civil actions by non-Indian creditors against non-Indian debtors concerning debts or contracts made within the exterior boundaries of the Fort Hall Reservation, and such civil actions may only be brought in the appropriate Idaho State Court. Accordingly, garnishment by a non-Indian creditor on non-Indian personal property located within the Reservation shall be in compliance with Idaho State Law, subject, however, to the procedures set forth in Section 12(c) of this Title regarding non-Indian personal property that is located on lands owned by the Shoshone-Bannock Tribes or by any Indian. However, as set forth in Title II, Section 2(b) of this Code, the Business Council may act in the future to exercise inherent Tribal sovereignty over both civil actions and garnishment proceedings involving only non-Indians and non-Indian property within the Reservation.

SECTION 12 GARNISHMENT ON NON-INDIAN PERSONAL PROPERTY IN STATE COURT

A. Civil Action by Indian Creditor

Any Indian judgment creditor who has obtained a valid final judgment against a non-Indian debtor in an Idaho State Court shall be entitled to garnish the debtor's personal property located within the Fort Hall Reservation in accordance with all the provisions of Sections 2 through 9 of this Title if the Indian Creditor has obtained from the Tribal Court a judgment under the provisions of Title VI of this Code giving Full Faith and Credit to the final judgment of the Idaho State Court.

B. Civil Action by Non-Indian Creditor

Any non-Indian judgment creditor who has obtained a valid final judgment against a non-Indian judgment debtor in an Idaho State Court shall be entitled to garnish the debtor's personal property located upon any lands owned by non-Indians within the Fort Hall Reservation in accordance with Idaho State Law, and such garnishment shall not be governed by this Title.

C. Garnishment of Personal Property Located Upon Tribal or Indian Lands

Any non-Indian judgment creditor who has obtained a valid final judgment against a non-Indian debtor in an Idaho State Court shall be entitled to garnish on a debtor's personal property located upon lands within the Fort Hall Reservation that are owned by the Shoshone-Bannock Tribes or by any Indian only in accordance with the following procedures:

(1) The creditor shall comply with all requirements of Idaho State law governing issuance of writs of garnishment; and

(2) A copy of the writ of garnishment shall be delivered by the County Sheriff to the Chief Judge of the Tribal Court who shall verify the validity of the writ and authorize the execution of the writ by the Sheriff. The Tribal Court may, in its discretion, direct that the Sheriff shall execute the writ in the company of a Tribal Police Officer.

**RULES OF COURT FOR CASES
ARISING UNDER THE CODE ON
CREDITOR-DEBTOR RIGHTS AND
REMEDIES (CONSUMER CODE)**

WHEREAS, the Code on Creditor-Debtor Rights and Remedies, hereafter referred to as the Consumer Code, has formally been adopted by the Shoshone Bannock Tribal Council and incorporated into the Law and Order Code of the Shoshone Bannock Tribes of Indians; and

WHEREAS, it is the duty of this Court to interpret and apply the law; and

WHEREAS, the Consumer Code calls for and permits the promulgation of Rules of Court to promote the efficient implementation thereof;

NOW, therefore, this Court hereby adopts the following Rules of Court to be adhered to by all parties and this Court in all matters coming before this Court under the Consumer Code:

PREFACE:

It is the purpose of these rules to promote efficiency and assure due process for all parties involved in Consumer Code proceedings that come before the Shoshone Bannock Tribal Court.

These rules are to be strictly construed unless such a construction, in the discretion of the court, would present an undue hardship on any parties or would deny the same of due process of the law.

Any situation not covered by these rules or the Consumer Code will be left to the discretion of the presiding judge or the Chief Judge. Judges are allowed a wide range of discretion and it must be exercised with the purposes of this Code kept in mind.

These rules or any part hereof may be amended at any time by the Chief Judge of this court as may be deemed necessary, with approval of the Tribal Council.

If there is ever a conflict between these rules and the contents of the Consumer Code in the opinion of the presiding judge, the judge's interpretation shall take precedent and shall prevail over these rules.

All references to "the court" shall be deemed to mean the Shoshone Bannock Tribal Court unless specifically designated otherwise.

RULE 1

PETITION FOR REPOSSESSION

For purposes of Title IV, Section 6A of the Consumer Code, a "verified copy" shall be deemed to mean a copy either carbon or mechanically produced, accompanied by an affidavit of veracity sworn and subscribed to under oath by the petitioner, or bearing the seal of the court from which such copy originated. Such affidavit shall state that the attached document is a true and correct copy of the original of the contract or other document entitling petitioner to repossess the personal property of the Indian debtor. The affidavit shall be notarized or witnessed by the clerk of the Shoshone Bannock Tribal Court.

For purposes of Title IV, Section 6A of the Consumer Code, a petition for repossession shall contain in addition to a concise statement of the creditor's claim against the Indian debtor the following information:

1. Name(s) and address(es) of creditor(s) involved and of the petitioner(s) if not the same, and
2. Name(s) and address(es) (residence and/or business) of debtor(s) involved, and
3. Petitioner's interpretation of the terms of the contract or other document entitling creditor to repossession, and
4. A statement that the petitioner has contacted the Consumer Advocate either orally or in writing seeking his assistance and that to the best of petitioner's knowledge, all efforts of negotiation have failed, and
5. A statement that petitioner has, through the Consumer Advocate, contacted or attempted to contact the Indian debtor and has failed to obtain his written consent

to repossess or arrive at some settlement therewith, and

6. A description of the property to be repossessed, as specific in nature as is possible, and

7. A statement of the actual value of the property to be repossessed as well as the remaining amount due and owing on the debt, and

8. A statement to petitioner's best knowledge, information and belief concerning the location of the property to be repossessed, and

9. A prayer for specific relief, and

10. The day, month and year petition was signed, and

11. The signature of the creditor or his agent. If an agent of the creditor is the petitioner, he shall include the original of his authorization signed by the creditor. Such authorization shall only be necessary where the creditor is an individual and not a business, corporation, partnership or other professional organization.

RULE 2

DEBTOR'S ANSWER TO PETITION FOR
REPOSSESSION

If the debtor elects to file a written Answer to a petition for repossession with the court, such answer shall contain the following:

1. Any corrections of significant facts stated in the petition, and
2. A denial or admission of the facts as stated in the petition. This shall be a specific denial or admission rather than one of a general nature, and
3. An explanation of the facts denied and a concise statement of the debtor's version

of the dispute if it differs substantially from that of the petitioner.

4. The day, month and year the answer was signed, and

5. The signature of the debtor or his agent. If an agent of the debtor is signing the answer, he shall include the original of his authorization signed by the debtor. Such authorization shall be required in all cases where an answer has been filed.

RULE 3

PETITION AND ANSWER BINDING

The debtor need not submit a written answer to any petitions filed under the Consumer Code and the court shall draw no inferences for his failure to do so. However, the information contained in a petition, affidavit and answer, if one is submitted, shall be taken as true and shall be binding on the parties unless contradicted by pleadings or supplemental pleadings. Said documents may also be considered by the court and appellate courts at their discretion and the contents thereof may be admitted into evidence pursuant to the Rules of Evidence of the Tribal Law and Order Code. This rule shall apply to all pleadings submitted under the Consumer Code.

RULE 4

PETITION FOR WRIT OF ATTACHMENT

A petition for a Writ of Attachment shall be filed by or on behalf of the plaintiff in a civil action commenced under the Consumer Code and shall contain the following:

1. Name(s) and address(es) of creditor(s) involved and of the petitioner(s) if not the same, and
2. Name(s) and address(es) (residence and/or business) of debtor(s) involved, and

3. A statement that the petitioner is seeking a Writ of Attachment from the court for the reasons stated in the accompanying affidavit, and
4. A description of the property to be attached, as specific in nature as is possible, and
5. A statement to petitioner's best knowledge, information and belief concerning the location of the property to be attached, and
6. The day, year and month petition was signed, and
7. The signature of the creditor or his agent. If an agent of the creditor is the petitioner, he shall include the original of his authorization signed by the creditor. Such authorization shall only be necessary where the creditor is an individual and not a business, corporation, partnership or other professional organization.

RULE 5

DEBTOR'S ANSWER TO PETITION FOR
WRIT OF ATTACHMENT

If the debtor elects to file a written Answer to a petition for a Writ of Attachment with the court, such answer shall contain the following:

1. Any corrections of significant facts stated in the petition, and
2. A denial or admission of the facts as stated in the affidavit of the petitioner. This shall be a specific

denial or admission rather than one of a general nature, and

3. An explanation of the facts denied and a concise statement of the debtor's version of the dispute if it differs substantially from that of the petitioner, and

4. The day, month and year the answer is signed, and

5. The signature of the debtor or his agent. If an agent of the debtor is signing the answer, he shall include the original of his authorization signed by the debtor. Such authorization shall be required in all cases where an answer has been filed.

RULE 6

PETITION FOR FULL FAITH AND CREDIT

All petitions to this court for Full Faith and Credit shall contain the following:

1. Name(s) and address(es) of judgment creditor(s) involved, and
2. Name(s) and address(es) (residence and/or business) of judgment debtor(s) involved, and
3. Jurisdictional basis of the court that rendered the judgment. This shall include both subject matter and personal jurisdiction, and
4. Proof that the judgment debtor received fair notice and opportunity to be heard prior to entry of the judgment sought to be enforced, and

5. A statement that to the best knowledge, information and belief of the petitioner, the creditor did not take unfair advantage of the inability of the debtor reasonably to protect his or her interests because of physical infirmity, ignorance, illiteracy, inability to understand the language of the agreement, or similar factors that would indicate unconscionability, and

6. A statement that to the best knowledge, information and belief of the petitioner, that when the consumer transaction was entered into the price did not grossly exceed the price at which similar property or services were readily obtainable in similar transactions by like consumers, and

7. A statement that to the best knowledge, information and belief of the petitioner, that when the consumer transaction was entered into there was a reasonable probability of payment of the obligation in full by the consumer, and

8. A statement that to the best knowledge, information and belief of the petitioner that the creditor made no misleading statement of opinion on which the consumer was likely to rely to his detriment, and

9. A prayer for specific relief, and
10. The day, month and year petition was signed, and
11. The signature of the judgment creditor or his agent. If an agent of the judgment creditor is the petitioner, he shall include the original of his authorization signed by the judgment creditor. Such authorization shall only be necessary where the judgment creditor is an individual and not a business, corporation, partnership or other professional organization, and
12. If the relief sought is the seizure of property located within the Fort Hall Reservation, such petition shall also state to the best knowledge, information and belief the location of said property. If petitioner has no knowledge, information or belief in this regard, he shall so state.

RULE 7

JUDGEMENT DEBTOR'S ANSWER TO PETITION
FOR FULL FAITH AND CREDIT

If the debtor elects to file a written Answer to a petition for Full Faith and Credit with the court, such answer shall contain the following:

1. Any corrections of significant facts stated in the petition, and
2. A denial or admission of the facts as stated in the petition. This shall be a specific denial or admission rather than one of a general nature, and

3. An explanation of the facts denied and a concise statement of the judgment debtor's version of the dispute if it differs substantially from that of the petitioner, and
4. The day, month and year the answer is signed, and
5. The signature of the judgment debtor or his agent. If an agent of the judgment debtor is signing the answer, he shall include the original of his authorization signed by the judgment debtor. Such authorization shall be required in all cases where an answer has been filed.

RULE 8

PETITION FOR WRIT OF EXECUTION

A petition for a writ of execution filed with the court shall contain the following:

1. Name(s) and address(es) of judgment creditor(s) involved, and
2. Name(s) and address(es) of judgment debtor(s) involved, (residence and/or business), and
3. A concise statement of the facts of the case and what court action was taken, and
4. A statement that to the best knowledge, information and belief of the petitioner, the judgment debtor has sufficient personal property available for legal execution under the Consumer Code. Such statement shall also specifically identify that property, its actual value and its location, and

5. A statement advising the court whether the petitioner has contacted the Consumer Advocate in an attempt to reach an informal satisfaction of the judgment and, if so, the results of such action, and
6. The amount of the judgment, or terms thereof, the amount of expenses incurred and expected to be incurred by the judgment creditor in satisfaction of the judgment. This includes, but is not limited to attorneys fees, filing costs, reproduction costs, travel and telephone expenses, and
7. A prayer for specific relief, and
8. The day, month and year the petition was signed, and
9. The signature of the judgment creditor or his agent. If an agent of the judgment creditor is the petitioner, he shall include the original of his authorization signed by the judgment creditor. Such authorization shall only be necessary where the judgment creditor is an individual and not a business, corporation, partnership or other professional organization.

RULE 9

JUDGMENT DEBTOR'S ANSWER TO
PETITION FOR WRIT OF EXECUTION

If the judgment debtor elects to file a written Answer to a petition for a Writ of Execution with the court, such answer shall contain the following:

1. Any corrections of significant facts stated in the petition, and
2. A denial or admission of the facts as stated in the petition. This shall be a specific denial or admission rather than one of a general nature, and
3. An explanation of the facts denied and a concise statement of the judgment debtor's version of the dispute if it differs substantially from that of the petitioner, and
4. The day, month and year the answer was signed, and
5. The signature of the judgment debtor or his agent. If an agent of the judgment debtor is signing the answer, he shall include the original of his authorization signed by the judgment debtor. Such authorization shall be required in all cases where an answer has been filed.

RULE 10

PETITION FOR WRIT OF GARNISHMENT

A petition for a Writ of Garnishment filed with the court shall contain the following:

1. Name(s) and address(es) of the judgment creditor(s) involved, and
2. Name(s) and address(es) of the judgment debtor(s) involved (residence and/or business), and
3. A concise statement of the facts of the case and what court action was taken and what type of judgment was rendered, and

4. A statement that the petition for a Writ of Garnishment is being filed within two years after entry of a Tribal Court money judgment which is being sought to be enforced by said petition, and
5. A statement describing the type of property or money which shall be the subject of the Writ of Garnishment, and
6. Name(s) and address(es) (residence and/or business) of the garnishee(s) involved and the type of debt owed the judgment debtor by said garnishee(s), and
7. A statement informing the court as to the nature and extent of the personal property or money in the possession of the person(s) sought to be garnished, and its location, and
8. A statement informing the court as to whether the creditor or debtor has sought consultation prior to the filing of this petition with the Consumer Advocate concerning informal satisfaction of the judgment, and whether the proposed garnishee has been contacted prior to the filing of this petition, and
9. A statement informing the court of the amount of the money judgment rendered thereby as well as the actual value of the property or money sought to be garnished, and
10. The amount of expenses incurred and expected to be incurred by the judgment creditor in seeking this Writ of Garnishment including, but not limited to attorneys fees, filing costs, reproduction costs, travel and telephone expenses, and

11. A prayer for specific relief, and
12. The day, month and year the petition was signed, and
13. The signature of the judgment creditor or his agent. If an agent of the judgment creditor is the petitioner, he shall include the original of authorization signed by the judgment creditor. Such authorization shall only be necessary where the judgment creditor is an individual and not a business, corporation, partnership or other professional organization.

RULE 11

JUDGMENT DEBTOR'S ANSWER TO
PETITION FOR WRIT OF GARNISHMENT

If the judgment debtor elects to file a written Answer to a petition for a Writ of Garnishment with the court, such answer shall contain the following:

1. Any corrections of significant facts stated in the petition, and
2. A denial or admission of the facts as stated in the petition. This shall be a specific denial or admission rather than one of a general nature, and
3. An explanation of the facts denied and a concise statement of the judgment debtor's version of the dispute if it differs substantially from that of the petitioner, and
4. The day, month and year the answer was signed, and
5. The signature of the judgment debtor or his agent. If an agent of the judgment is signing the answer, he shall include the original of his authorization signed by the

judgment debtor. Such authorization shall be required in all cases when an answer has been filed.

RULE 12

FEE SCHEDULE

The following fee schedule shall be in effect separate and apart from the fees involved in any other civil or criminal action under the Law and Order Code of the Shoshone Bannock Tribes. This fee schedule shall apply only where an action has been filed pursuant to the Consumer Code. Actions filed under other civil matters and not under the Consumer Code may be adjusted or modified by the Court Clerk where the provisions of the Consumer Code will apply in that action and the fees already filed do not exceed those required by this rule. The fees listed below will be used to cover (1) Service and Return of writs, summons' and other court notices, (2) Filing costs, (3) Typing of notices and orders, (4) Posting and Advertising of official court notices, and (5) Other court costs involved in processing a complaint under the Consumer Code:

Filing Fee.....\$30.00, plus
Court Costs in the event of a judicial sale. .05% of court
judgment or
of proceeds of
sale.