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## A Restatement Of The Common Law Of The Grand Traverse Band Of Ottawa And Chippewa Indians

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# A Restatement of The Common Law of The Grand Traverse Band of Ottawa and Chippewa Indians

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## I. Introduction To The Restatement

“When the Eagle returns we will again be a great nation”

- Jonas Shawandase, Grand Traverse Band Tribal Elder from 1930-1950s

From 1872 until 1980 the United States government continually refused to recognize the sovereign status of the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).<sup>3</sup> Citizens of the GTB unsuccessfully attempted to regain this government-to-government relationship in 1934 and 1943, for example.<sup>4</sup> Despite these intrepid attempts, it took until May 27, 1980 for the United States to “re-recognize” the GTB as a sovereign nation.<sup>5</sup> The GTB was the first Tribe “acknowledged” by the Secretary of the Interior pursuant to the federal acknowledgement process, 25 C.F.R. Part 54 (now codified at 25 C.F.R. Part 83).<sup>6</sup> Every year this date is celebrated by Tribal citizens and allows for reflection upon the great nation the Tribe has become once again. However, the GTB was not able to restore itself overnight.

After years of conflict with the local residents and county officials in addition to battling the Bureau of Indian Affairs over membership criteria, the Grand Traverse Band Constitution was ratified on February 24, 1988 by a vote of 376 for and 47 against.<sup>7</sup> The GTB Constitution was among the first of Michigan Tribal constitutions to mandate the creation of a separate and independent Tribal Judiciary.<sup>8</sup> The GTB Constitution states: “[t]he tribal court system shall be composed of a court of general jurisdiction (hereinafter referred to as the ‘Tribal Court’), an appellate court (hereinafter referred to as the ‘Tribal Appellate Court’), and such lower courts as the Tribal Appellate Court may establish.”<sup>9</sup> A good example of an additional lower court is the “Drug Court” program designed to deal with drug offenders on the reservation. This program has been widely successful and has provided the Court with an avenue to utilize traditional dispute resolution methods such as peacemaking.<sup>10</sup> Moreover, the GTB Constitution established the first separate and independent tribal Appellate Court to hear appeals in the State of Michigan. At the time the GTB Constitution was ratified, all of the other Michigan Tribes were still permitting Tribal Councils to act as the “courts” of last resort.<sup>11</sup>

Since its inception, the GTB Tribal Court has promoted and propelled the perception that tribal courts are institutions of integrity, honor, and veracity. Decisions, orders, and judgments of the GTB Tribal Court have been recognized by other courts in Michigan consistent with the amendment made to the Michigan Court Rules with respect to judgments of tribal courts.<sup>12</sup> Delegates from the GTB Tribal Court participated in the Indian Tribal Court/State Trial Court Forum which led to the 1996 promulgation of Michigan Court Rule 2.615, Enforcement of Tribal Judgments, requiring Michigan courts to presume as valid, “judgments, decrees, orders, warrants, subpoenas, records, and other judicial acts” of the tribal courts of Michigan’s federally recognized tribes.<sup>13</sup>

The attention to detail, commitment to the GTB Constitution, and overall acuity of GTB Tribal Court judges is precisely why the growth of GTB common law has been developing over the past nineteen years. This extended period has permitted a

number of GTB Trial Court judges and Appellate Court justices to pursue their Constitutional mandate to exercise judicial power over “all cases arising under this Constitution, ordinances, regulations, and/or judicial decisions of the Grand Traverse Band . . . to the fullest extent consistent with self-determination and the sovereign powers of the Tribe.”<sup>14</sup>

The success of the Court cannot simply be attributed to the members of the Court, but also to the GTB citizens and past elected members of the GTB Tribal Council. At certain times growing pains have existed as exemplified by various struggles with the doctrine of separation of powers. These growing pains exist within the GTB in the same manner that they have, and do, within any government struggling with the separation of its branches. Despite some common inter-governmental and intra-governmental disputes, controversial decisions and opinions issued by the GTB Tribal Court have been widely respected by the Tribal Council, GTB citizens, and non-citizens.

The GTB Tribal Judiciary has come a long way from the days of a part-time judge and three appellate justices who were not called upon to hear cases with any regularity. With a hefty budget, the Court now has a total of five appointed judicial officers: a Chief Judge, an Associate Judge, and three appellate justices. Moreover, there are three full-time Court Clerks, a Court Administrator, and a Peacemaker. The GTB Restatement is a testament to the GTB Tribal Judiciary abiding by, pursuing, and exercising its Constitutional judicial power.

The GTB’s first two chief judges, Michael D. Petoskey and JoAnne Cook, are both members of the Band. This Restatement of the Common Law of the Grand Traverse Band of Ottawa and Chippewa Indians is dedicated to them.

## II. A Restatement of the Common Law of the Grand Traverse Band of Ottawa and Chippewa Indians

### A. § 1 Administrative Law

#### §1.01 Standard of Review

The Tribal Court defers to the decisions of Tribal agencies unless one of the following factors is found: (1) the administrative action was not in accordance with law; (2) the administrative action was beyond the scope of the agency’s authority; (3) the administrative action was arbitrary and capricious; or (4) the administrative fact-finding was unsupported by substantial evidence.<sup>15</sup>

The Tribal Court’s review will be of the record, not *de novo*.<sup>16</sup>

The Tribal Courts will review the decision of a Tribal agency *de novo* if (1) discovery tools are not made available to the grievant; and (2) proper effect is not given to the right to be represented by counsel.<sup>17</sup>

Under the rules of the Administrative Appeals Board (AAB), the Court must first look to determine whether the agency abused its discretion; the Court next looks at

whether the agency decision was arbitrary and capricious; and finally the Court looks at whether the agency complied with applicable laws.<sup>18</sup>

#### §1.02 Specific Subject Matters

There must be a presumption that the Tribal Council, acting in a takings case, acted properly under Tribal law.<sup>19</sup>

Appeals of employment decisions by a Tribal agency are of the record, not *de novo*, to protect the integrity of the management involvement.<sup>20</sup>

#### § 1.03 Exhaustion of Administrative Remedies

Claimants against Tribal administrative entities must first exhaust all administrative remedies before bringing suit in Tribal Court.<sup>21</sup>

The failure to exhaust administrative remedies is a bar to judicial review.<sup>22</sup>

The administrative appeal process provides an opportunity for the administrative agency to rectify any mistakes or errors made at the administrative hearing level. It is inappropriate for the Tribal Court simply to substitute its judgment for that of the administrative agency.<sup>23</sup>

#### § 1.04 Waiver of Right of Appeal

Allowing the period of time for administrative appeals to lapse constitutes a waiver of the right to bring suit in Tribal Court.<sup>24</sup>

Agency time limits on the right to appeal must be express and a matter of public record.<sup>25</sup>

#### § 1.05 Due Process

Fairness in the administrative hearing process can be instilled by requiring that: (1) judicial discovery tools be made available to grievants; (2) grievants be advised that they may be represented by counsel at their own expense; and (3) grievants be given a reasonable amount of time to secure the services of counsel if they wish to be represented.<sup>26</sup>

The Tribal agency must advise individuals affected by agency determinations that they have a right to appeal and the time frame for doing so.<sup>27</sup>

Whether a party is represented by counsel and whether discovery is available during the administrative process are factors to consider in determining whether the agency provided due process of law.<sup>28</sup>

The claimant must be allowed to present first at the hearing before the decision-maker, before any response to the claim is heard.<sup>29</sup>

#### § 1.06 Employment

The management loop is critical to effective and fair management of personnel matters.<sup>30</sup>

Under the rules of the Administrative Appeals Board (AAB), the Court must first look to determine whether the agency abused its discretion; the Court next looks at whether the agency decision was arbitrary and capricious; and finally the Court looks at whether the agency complied with applicable laws.<sup>31</sup>

Fundamental fairness requires that both individuals and Tribal petitioners have the right to appeal an adverse decision before an administrative tribunal.<sup>32</sup>

Tribal Council authority over Tribally chartered subordinate organizations is dependent on the charter; and where the charter limits the Tribal Council's authority to reviewing the financial records, but not the management authority, of the housing entity, the Tribal Council has no right to enjoin the housing entity from making personnel decisions.<sup>33</sup>

Participation of Tribal counsel in an administrative employment discharge hearing did not create an attorney-client relationship between the hearing board and the Tribal counsel.<sup>34</sup>

#### § 1.07 Grounds for Appealing a Decision of a Tribal Agency

A petitioner may bring suit to challenge a final decision of a Tribal agency if the petitioner has exhausted all administrative remedies and alleges one of the following: (1) the administrative action was not in accordance with law; (2) the administrative action was beyond the scope of the agency's authority; (3) the administrative action was arbitrary and capricious; or (4) the administrative fact-finding was unsupported by substantial evidence.<sup>35</sup>

#### § 1.08 Administrative Record

The Tribal Court cannot blindly accord deference to a Tribal agency decision when the administrative structure and process are unknown to the Court. It is then necessary to review the complete administrative factual record and the administrative structure and process.<sup>36</sup>

#### § 1.09 Administrative Manual

The Tribal Court recommended that the Tribal agency provide a handbook to individuals affected by agency decisions that provides (1) a brief overview of the administrative hearing process; (2) a uniform process for conducting such hearings; and (3) checklists to ensure uniformity, due process, and that everything has been covered and not forgotten.<sup>37</sup>

#### § 1.10 Tribal Council Participation

If the Tribal Council acts as the decision-maker in an agency action, the Council must not hear facts or agency legal positions prior to the time of the hearing. The Council may be briefed on procedural issues, but not substantive issues. The danger of proceeding otherwise is to run the risk of making a premature judgment and/or being perceived as a mere "rubber stamp" of Tribal administration.<sup>38</sup>

Tribal Council authority over Tribally chartered subordinate organizations is dependent on the charter; and where the charter limits the Tribal Council's authority to reviewing the financial records, but not the management authority, of the housing entity, the Tribal Council has no right to enjoin the housing entity from making personnel decisions.<sup>39</sup>

## B. § 2 Constitutional Law

### § 2.01 1978 Interim Tribal Constitution

From the administrative recognition of the Tribe in 1980 to the adoption of the Tribal Constitution in 1988, an interim Tribal Council carried out governmental activity.<sup>40</sup>

The Constitution of 1978 authorized the interim Tribal Council to take whatever actions necessary for economic development not inconsistent with that Constitution.<sup>41</sup>

### § 2.02 1988 Tribal Constitution

The Tribal membership adopted the Tribal Constitution in 1988 after federal recognition in 1980.<sup>42</sup>

### § 2.03 Interpreting the Constitution

The Tribal Court has the power to interpret the Constitution.<sup>43</sup>

The Tribal Constitution should be read as a whole to be fully understood and appreciated.<sup>44</sup>

The Court must give effect to the plain meaning of the words in the Constitution as understood by the people who adopted it.<sup>45</sup>

Ambiguous terms in the Constitution must be interpreted by the Tribal Courts.<sup>46</sup>

Constitutional provisions should be interpreted to reflect the realities of Tribal government operations.<sup>47</sup>

Specific Constitutional language prevails over the general language in the same document if there is a dispute about the meaning and intent of the writing. Specific language has more meaning and depth.<sup>48</sup>

Given the relative newness of the Tribal government, the Tribal government tends to be reactive rather than proactive.<sup>49</sup>

The language in the Constitution's preamble indicating that a purpose of the Constitution is to "protect our homeland" is to be read in conjunction with the Tribal Council's other generally enumerated powers.<sup>50</sup>

The foundations of a tribal community are built upon internal perspectives.<sup>51</sup>

### § 2.04 Separation of Powers

The Tribal separation of powers mandate in the Constitution provides that the Tribal Council enact the substantive law of the Tribe, while the Tribal Judiciary adopts Court Rules to provide for the Tribal Court practice and procedure.<sup>52</sup>

The Tribal Courts have jurisdiction to review an administrative decision of a Tribal agency due to the checks and balances that must exist within the separation of powers in order to ensure that the individual branches of government are accountable. The Judicial branch is a check and balance of the Tribal Council and vice versa.<sup>53</sup>

#### § 2.05 Representative Government

Adoption of Tribal Constitution in 1988 ratified the ad hoc Tribal governmental structure whereby the Tribal leadership makes decisions as representatives of the Tribal membership.<sup>54</sup>

#### § 2.06 Delegation of Powers and Authorities of the Tribal Membership to the Tribal Council

The Tribal Constitution incorporates the wishes of the Tribal membership to vest the Tribal Council with “all of the sovereign governmental executive and legislative powers of the Tribe...”<sup>55</sup>

Despite superficial desirability of engaging Tribal community input for each Tribal leadership decision, widespread community input is neither desirable nor practical in reality. Hence, the Tribal Constitution provides for representative government whereby the Tribal Council makes decisions for the Tribal membership with limited input from the Tribal community.<sup>56</sup>

The ultimate power of the Tribal membership lies in the right to elect and recall their elected representatives.<sup>57</sup>

#### § 2.07 Legislative Authority

The Tribal Court has no authority to exercise a lawmaking function under the Constitution and does not have the power to make substantive law.<sup>58</sup>

#### § 2.08 Political Questions

The Tribal Courts will not expound upon the policy or political implications of a decision by the political branch of Tribal government.<sup>59</sup>

Tribal membership decisions are political questions answerable only by the Tribal Council.<sup>60</sup>

#### § 2.09 Advisory Opinions

The Tribal Court is not empowered by the Constitution to issue advisory opinions.<sup>61</sup>

#### § 2.10 Tribal Council Plenary Powers



The Tribal Constitution provides plenary powers – not enumerated powers – to the Tribal Council. Specific enumeration of authority in the Tribal Constitution is not necessary to authorize the Tribal Council to act.<sup>62</sup>

Article IV of the Constitution was drafted to give broad powers to the legislative and executive body that could give life to whatever sovereign powers the Tribe could exercise under law. The drafters intended to avoid instances of unintended limitation on the sovereign powers of the Tribe that might have resulted from the listing of enumerated powers.<sup>63</sup>

Article IV, Section 1's listing of powers of the Tribal Council is intended to be a list of examples of powers and not an exhaustive list. Every power of the Tribal Council need not be expressly listed.<sup>64</sup>

Article IV is intended to be a broad grant of authority to the Tribal Council in order to fulfill the Tribe's role as a sovereign entity.<sup>65</sup>

The Tribal Council is the ultimate legislative and executive decision-maker.<sup>66</sup>

#### § 2.11 Tribal Lands

All of the land owned by the Grand Traverse Band belongs to the Tribe as a whole. Land ownership and land use decisions are made based upon all the various governmental, economic development, and residential needs.<sup>67</sup>

Article IV, section 1(d) of the Constitution lists the power of the Tribal Council to acquire land and other assets “deem[ed] beneficial to the ... Band....” In dicta, the Tribal Court noted that land or assets that lose their utility to the Tribe may be disposed.<sup>68</sup>

Article IV, section 1(e) of the Constitution lists the power of the Tribal Council to prevent the sale of land and other Tribal assets. This provision implies that the Tribal Council's authority to sell Tribal lands must lie somewhere. The only place this power can lie is in the Tribal Council.<sup>69</sup>

Article IV, section 1(h) of the Constitution lists the power of the Tribal Council to manage and control the “property” of the Tribe. This provision does not preclude the Tribal Council from selling Tribal lands.<sup>70</sup>

#### § 2.12 Validity of Actions Taken by Tribal Council

Actions taken by the Tribal Council, including waivers of immunity, are presumed valid, especially where the Council acted by resolution, carefully considered its actions, and was acting to encourage the Tribal membership's common good.<sup>71</sup>

The Tribal Council is authorized to sell its assets, including lands, in accordance with the Constitution.<sup>72</sup>

#### § 2.13 Validity of Actions Taken by Individual Tribal Council Members

Where two Tribal Council members allegedly promised to allow a discharged employee to re-apply for Tribal employment, there is no valid Tribal Council action.<sup>73</sup>

#### § 2.14 Validity of Actions Taken by Interim Tribal Council

Validly enacted resolutions of the Interim Tribal Council remain valid after the ratification of the Tribal Constitution in 1988. It is unreasonable to expect that the Tribal government would cease activity until it had the opportunity to consider whether ongoing relationships and operations were consistent with the new Constitution.<sup>74</sup>

#### § 2.15 Judicial Power

See Tribal Courts, § 21 below

#### § 2.16 Other Specific Constitutional Provisions

##### § 2.16[A] Article I

Article I of the Constitution defines the extent of the Tribal “territory” of the Tribe and distinguishes it from the concepts of “service area” and “jurisdiction.”<sup>75</sup>

##### § 2.16[B] Article IV

The Tribal Council is authorized by Article IV, Section 1(m) of the Constitution to charter and delegate management powers to subordinate organizations involved in the economic affairs and enterprises of the Band.<sup>76</sup>

##### § 2.16[C] Article V

Article V, section 2 of the Constitution defines the judicial power of the Tribal Court. This power extends to “cases arising under” Tribal law.<sup>77</sup>

##### § 2.16[D] Article XI

Article XI of the Constitution deals with land use and natural resource conservation, planning, zoning, land use assignments, leases, and grants of rights-of-way. These are all encumbrances on the land. The Tribal Council is authorized, under this provision, to consent to the imposition of these encumbrances on Tribal land.<sup>78</sup>

Any encumbrance not specified under Article XI must be submitted to a Tribal vote.<sup>79</sup>

The primary purpose of Article XI was to put limits on the power of the Tribal Council to place burdens on Tribal lands.<sup>80</sup>

#### C. § 3 Contracts

##### § 3.01 Contract Formation

A contract is an agreement, with the meeting of the minds of the parties at its core.<sup>81</sup>

##### § 3.02 Employment Contract

Tribal Council decision to allow a discharged employee the opportunity to re-apply does not constitute a contract creating any obligation to the Tribe.<sup>82</sup>

The mutual right to terminate a contract for employment is incompatible with a just cause employment relationship.<sup>83</sup>

### § 3.03 Contract Interpretation

Ambiguous contract provisions are to be interpreted against the drafter or the party with superior bargaining power.<sup>84</sup>

A contract containing a forum selection clause that requires all disputes to be resolved in “Tribal Court” does not deprive the Appellate Court of jurisdiction to hear an appeal of the Tribal Court’s decision.<sup>85</sup>

Contract provisions that were valid at the time a contract dispute arises remain the governing provisions even after the contract terms are amended.<sup>86</sup>

A writing is interpreted as a whole and all writings that are part of the same transaction are interpreted together.<sup>87</sup>

The Tribal Court adopted Restatement (Second) of Contracts § 203, which provides that standards of preferences are applicable to contract interpretation, as follows: (1) an interpretation which gives reasonable, lawful, and effective meaning to all the terms is preferred to an interpretation which leaves a part unreasonable, unlawful, or of no effect; (2) express terms are given greater weight than course of performance, course of dealing, and usage of trade, course of performance is given greater weight than course of dealing, and course of dealing is given greater weight than usage of trade; (3) specific terms and exact terms are given greater weight than general language; (4) separately negotiated or added terms are given greater weight than standardized terms or other terms not separately negotiated.<sup>88</sup>

### § 3.04 Parol Evidence Rule

The parol evidence rule provides that when two parties have made a contract and have expressed it in a writing that they both have agreed to as being a complete and accurate integration of that contract, extrinsic evidence of antecedent and contemporaneous understandings and negotiations that contradict or vary the writing are inadmissible.<sup>89</sup>

### § 3.05 Contract Remedies

A contract term allowing for disputes to be adjudicated in Tribal Court but not limiting remedies will be interpreted against the drafter, in this case the Tribe, to allow for monetary damages in the event the plaintiff proves its case against the Tribe.<sup>90</sup>

Contract right to repossess a Tribal member’s fishing boat cannot give rise to an intentional tort action.<sup>91</sup>

### § 3.06 Breach

When one party to a contract repudiates or breaches the contract, this may discharge the other party from further duty under the contract.<sup>92</sup>

### § 3.07 Recission

Recission requires a mutual agreement by the parties to an existing contract to discharge and terminate their duties under it.<sup>93</sup>

## D. § 4 Criminal Law

### § 4.01 Tribal Criminal Law

Tribal criminal law should be construed as being consistent with Resolution No. 85-363, which adopted Michigan law to the extent it does not conflict with Tribal law or applicable federal law, in order to preclude gaps that would allow criminal behavior to go unpunished.<sup>94</sup>

Tribal criminal codes adopted after Resolution No. 85-363, which adopted Michigan law to the extent it does not conflict with Tribal law or applicable federal law, did not expressly supercede Resolution No. 85-363.<sup>95</sup>

### § 4.02 Limitation of Criminal Penalties

Tribal criminal penalties are limited by the Indian Civil Rights Act to 365 days in jail or \$5000 in criminal fines, or both, plus costs.<sup>96</sup>

### § 4.03 Credit for Time Served

Time served during the disposition of a criminal prosecution must be counted in the context of the Indian Civil Rights Act limitation on Tribal criminal penalties.<sup>97</sup>

### § 4.04 Motions to Consider Jail Time

Motions from the Tribal prosecutor to consider jail time not filed within one week are not timely.<sup>98</sup>

A motion to consider jail time will likely be denied if the underlying charge, *e.g.*, littering, is not the kind of crime that tends to require jail time.<sup>99</sup>

## E. § 5 Elections

### § 5.01 Authority of Election Board

Election Board decisions regarding election challenges are final and non-appealable.<sup>100</sup>

### § 5.02 Burden of Proof

The burden of proof that the Grand Traverse Band Election Board or any election candidates violated the election code or the Constitution rests with election challengers.<sup>101</sup>

An election challenger must meet the standards for issuing an injunction in order to convince the Court to issue a stay delaying an election.<sup>102</sup>

Election challengers must demonstrate by clear and convincing evidence that (1) the Election Board failed to comply with its own mandated policies and procedures in conducting and certifying the election; or (2) the Election Board followed its policies and procedures but the policies and procedures were unconstitutional; or (3) the Election Board certified the election despite improper or fraudulent practices that it had a duty to monitor and prevent.<sup>103</sup>

Disagreement with the Grand Traverse Band Election Board over the eligibility of Tribal election candidates is insufficient for the Tribal Court to reverse the Election Board's determination.<sup>104</sup>

#### § 5.03 Election Board Conflicts of Interest

No conflict of interest exists when the step-mother of an election board member is a candidate for public office.<sup>105</sup>

#### § 5.04 Official Immunity of Election Board Officers

Election Board officers are entitled to official immunity.<sup>106</sup>

#### § 5.05 Authority of Tribal Court

The Tribal Court has Constitutional authority to remove Election Board officers who are alleged to have committed improprieties.<sup>107</sup>

#### § 5.06 Laches

The doctrine of laches applies to Tribal election challenges.<sup>108</sup>

The time to complain about a wrong is at the time when the wrong occurs.<sup>109</sup>

#### § 5.07 Remedies

The Tribal Court has the authority to issue an order staying a primary or general election, provided the election challenger demonstrates by clear and convincing evidence that a Constitutional violation occurred, the public interest favors a stay, and the challenger demonstrates a likelihood of success on the merits.<sup>110</sup>

### F. § 6 Employment

#### § 6.01 Wrongful Termination

##### § 6.01[A] At Will

The mutual right to terminate a contract for employment is incompatible with a just cause employment relationship.<sup>111</sup>

The Tribal personnel policy that disclaims the establishment of a contract between the employer and employee does not operate to create a just cause employment relationship.<sup>112</sup>

## § 6.01[B] Just Cause

A former Tribal Conservation Officer who received a drunk driving conviction could not meet the job requirement of being insurable under the Tribe's motor vehicle insurance coverage after her conviction. The Tribe had just cause to discharge employee.<sup>113</sup>

Failure to submit note from doctor to employer to excuse absence from work may constitute just cause for termination.<sup>114</sup>

Theft, conversion, or embezzlement all constitute just cause for the termination of employment.<sup>115</sup>

## § 6.02 Equal Protection

A claim may be brought for wrongful termination in violation of the equal protection clause of the Constitution.<sup>116</sup>

In order to prove gender discrimination, a discharged female employee must show that she was treated differently than a similarly-situated male employee.<sup>117</sup>

## § 6.03 Tribal Government Personnel Manual

Tribal government personnel manual's listing of reasons to discharge an employee for "just cause" was not exhaustive. The list was preceded by the language, "not limited to the following." As such, the list was intended to be illustrative and not all-inclusive.<sup>118</sup>

The Tribal personnel policy that disclaims the establishment of a contract between the employer and employee does not operate to create a just cause employment relationship.<sup>119</sup>

## § 6.04 Summary Disposition

The Tribal Court will deny a motion for summary disposition on the basis that the plaintiff has failed to state a claim on which relief can be granted where a plaintiff has alleged facts that might constitute a claim for wrongful termination.<sup>120</sup>

## § 6.05 Administrative Appeals

Constitutional claims that arise within the context of a personnel matter must first be presented at the administrative level.<sup>121</sup>

The management loop is critical to effective and fair management of personnel matters.<sup>122</sup>

## § 6.05[A] Standard of Review

Appeals of employment decisions by a Tribal agency are of the record, not *de novo*, to protect the integrity of the management involvement.<sup>123</sup>

Under the rules of the Administrative Appeals Board (AAB), the Court must first look to determine whether the agency abused its discretion; the Court next looks at

whether the agency decision was arbitrary and capricious; and finally the Court looks at whether the agency complied with applicable laws.<sup>124</sup>

Tribal Court will review an appeal of an administrative decision to terminate employment where the record of the administrative hearing is incomplete.<sup>125</sup>

Employee's subjective and unreasonable failure to understand the administrative appeals board decision does not justify reversal of the board.<sup>126</sup>

#### § 6.05[B] Conflict of Interest

Participation of Tribal counsel in administrative employment discharge hearing did not create an attorney-client relationship between the hearing board and Tribal counsel.<sup>127</sup>

#### § 6.06 COBRA

Tribe properly denied the extension of Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits beyond the 18 months as required by federal law because petitioner did not provide evidence or testimony that she qualified for extended benefits.<sup>128</sup>

#### G. § 7 Family Law

##### § 7.01 Policy of the Grand Traverse Band

Children ought to have healthy, productive, and enriching relationships with all members of their extended families.<sup>129</sup>

##### § 7.02 Termination of Parental Rights

The burden of proof in involuntary termination cases is clear and convincing evidence.<sup>130</sup>

Parent's conviction of a violent crime is grounds for termination of parental rights.<sup>131</sup>

Parent's conviction of a felony that tends to prove the unfitness of the parent is grounds for termination of parental rights.<sup>132</sup>

Parental rights do not arise from sexual relations found to constitute rape, including statutory rape.<sup>133</sup>

The abandonment of parental responsibility by six (6) months or more justifies termination of parental rights in accordance with the Children's Code.<sup>134</sup>

A bare claim of ineffective assistance of counsel does not justify vacating a Tribal Court decision terminating parental rights.<sup>135</sup>

##### § 7.03 Paternity

The burden of proof to establish paternity is by a preponderance of the evidence.<sup>136</sup>

Evidence to establish paternity must be relevant, competent, and material.<sup>137</sup>

#### § 7.04 Grandparent Visitation Rights

Tribal Court will apply, in absence of Tribal law, the Michigan Child Custody Act in order to determine whether grandparent visitation is in the best interest of the child.<sup>138</sup>

#### § 7.05 Standard of Protection

25 U.S.C. § 1921, which requires federal and state courts to apply the higher standard of protection to the rights of children in child custody cases, does not apply in Tribal courts.<sup>139</sup>

Appellate review of Tribal Court determinations regarding the abandonment of the parent-child relationship will be on a clear error standard.<sup>140</sup>

Domestic violence is a factor in the best interests of the child analysis.<sup>141</sup>

#### § 7.06 Divorce

A consent judgment dissolving marriage will be effective upon the filing of the judgment in the offices of the Tribal Court.<sup>142</sup>

Grand Traverse County Circuit Court retains jurisdiction over the divorce action for the purpose of enforcing the parties' timely compliance.<sup>143</sup>

#### H. § 8 Fishing

A fisherman is liable for unattended nets in violation of regulations where nets contained entirely decayed fish.<sup>144</sup>

A fisherman is liable for costs to Tribe's conservation department to dispose of rotting fish where fisherman waited more than two days to take action and where the stench from the rotting fish burned the senses.<sup>145</sup>

A fisherman's claim that he cuts nets of another fisherman for safety reasons was unsupported by the evidence, which tended to show that he cut the nets maliciously.<sup>146</sup>

#### I. § 9 Gaming

##### § 9.01 Per Capita Payments

##### § 9.01[A] Garnishment

In accordance with the Revenue Allocation Ordinance, prior to the deposit of per capita funds in Tribal trust accounts, the funds of incarcerated Tribal members are subject to garnishment and/or attachment in satisfaction of Tribal Court obligations, including foreign judgments domesticated in Tribal Court.<sup>147</sup>

Tribal Court rules require nine days notice by mail – applying Michigan court rules – in delivering notice to an incarcerated Tribal member of a proposed garnishment of per capita payments.<sup>148</sup>



## § 9.01[B] Incompetent Tribal Members: Prisoners

Incarcerated Tribal members are legally incompetent for purposes of the Revenue Allocation Ordinance.<sup>149</sup>

Incarcerated Tribal members are not subject to forfeiture of any per capita gaming revenue distribution for failure to comply with any legal obligations under the Revenue Ordinance.<sup>150</sup>

The Tribal Council is obligated via statute to develop procedures to implement 18 GTBC § 1605(k).<sup>151</sup>

The Grand Traverse Band fiscal department must establish individual trust accounts for all incarcerated Tribal members for the 1994 and 1995 per capita gaming revenue distribution cycles, excepting those members who authorized their per capita funds be distributed to friends and family.<sup>152</sup>

## § 9.01[C] Incompetent Tribal Members (Minors)

It is not repugnant to the public policy of the Grand Traverse Band to invade minor per capita trust funds to provide for the minor's health and welfare.<sup>153</sup>

Grand Traverse Band Courts must follow the Michigan Revised Probate Code, MICH.COMP.LAWS ANN. § 700.1, as guidelines for establishing access to minor trust funds.<sup>154</sup>

The Court grants the county's reimbursement request for providing emergency services to minor.<sup>155</sup>

Modeling and acting classes cannot be considered an educational necessity warranting access to the minor trust fund to pay for such skills, adopting the reasoning in *Seidel v. Mohegan Tribe of Indians of Conn.*, 33 Indian L. Rep. 6028 (Mohegan Tribal Ct 2005).<sup>156</sup>

## J. § 10 Housing

### § 10.01 Subordinate Organizations

The Tribal Council is authorized by Article IV, Section 1(m) of the Constitution to charter subordinate organizations.<sup>157</sup>

Tribal Council authority over Tribally chartered subordinate organizations is dependent on the charter; and where the charter limits the Tribal Council's authority to reviewing the financial records, but not the management authority, of the housing entity, the Tribal Council has no right to enjoin the housing entity from making personnel decisions.<sup>158</sup>

The Tribal Council may eliminate the charter of subordinate organizations and subsume them into the Tribal government as a department.<sup>159</sup>

### § 10.02 Eviction

A tenant that refuses to leave the leasehold when the lease is up is a holdover tenant and must be ordered to vacate the premises.<sup>160</sup>

Tenants in Tribal housing are entitled to quiet enjoyment of their premises.<sup>161</sup>

The Band and the tenant must comply with the terms of the eviction process.<sup>162</sup>

Failure to pay rent owed to the Tribal housing department is not excused by alleged defects in the home or lack of repairs completed by the Tribe.<sup>163</sup>

## K. § 11 Judgments

### § 11.01 Garnishment; Attachment

Under laws of agency, when an agent is in possession of goods of the principal, it is ordinarily proper for a creditor (judgment creditor, state court friends of court, etc.) to institute garnishment or attachment proceedings against the agent.<sup>164</sup>

### § 11.02 Indian Claims Commission Judgment Distribution Funds

Judgment funds distributed from the Indian Claims Commission proceeds obtained under P.L. 105-143 may be attached or garnished to satisfy state court judgments.<sup>165</sup>

### § 11.03 Child Support

The Tribal Council has legislatively recognized the public policy interest in assuring that children receive support from their respective fathers.<sup>166</sup>

## L. § 12 Individual Rights

### § 12.01 Due Process

Due process requires at a minimum that there is a hearing with notice.<sup>167</sup>

Greater due process protections depend on the right being affected.<sup>168</sup>

Property rights are protected by the due process provision of the Constitution.<sup>169</sup>

### § 12.02 Agency Action

Fairness in administrative hearings can be instilled by requiring that: (1) judicial discovery tools be made available to grievants; (2) grievants be advised that they may be represented by counsel at their own expense; and (3) grievants be given a reasonable amount of time to secure the services of counsel if they wish to be represented.<sup>170</sup>

Agency time limits on the right to appeal must be express and a matter of public record.<sup>171</sup>

Whether a party may be represented by counsel and whether discovery is available during the administrative process are factors to consider in determining whether the agency provided due process of law.<sup>172</sup>

### § 12.03 Equal Protection

## § 12.03[A] Wrongful Termination

Constitutional claims that arise within the context of a personnel matter must first be presented at the administrative level.<sup>173</sup>

## § 12.03[B] Gender Discrimination

In order to prove gender discrimination, a discharged female employee must show that she was treated differently than a similarly-situated male employee.<sup>174</sup>

A female Tribal officer in the 1990s and a male Tribal officer in the 1980s are not similarly situated where motor vehicle insurance companies altered their requirements to insure Tribal officers in the intervening time period.<sup>175</sup>

## § 12.04 Nonmembers

Article X of the Constitution does not apply to nonmembers.<sup>176</sup>

## M. § 13 Probate

Uncontested wills will be accepted as valid.<sup>177</sup>

## N. §14 Property

### § 14.01 Communal Ownership of Tribal Lands

All of the land owned by the Grand Traverse Band belongs to the Tribe as a whole.<sup>178</sup>

Individual Tribal members do not have an absolute right to Tribal land. There is not enough land for each Tribal member to have a “share” for their personal use.<sup>179</sup>

Almost all of the historical Tribal lands of the Grand Traverse Band were dispossessed and, as a result, the modern day land base of the Tribe is very limited.<sup>180</sup>

The Grand Traverse Band is the successor to Leelanau Indians, Inc. and its land holdings and assets.<sup>181</sup>

### § 14.02 Assignment of Residential Lots on Tribal Lands

Residential lots on Tribal lands are not “owned” by the Tribal member who receives the assignment. The lot is leased to Tribal members for residential purposes only and for a specified number of years. The assignment holder has a legal possessory interest only. The legal title to land held in trust for the Tribe is held by the United States. The Tribal government is the beneficiary under this trust.<sup>182</sup>

Tribal members are not automatically entitled to the assignment of a residential lot on Tribal lands. Residential lots on Tribal lands are assigned based on particular criteria, with need at the forefront.<sup>183</sup>

### § 14.03 Leelanau Indians, Inc.

Leelanau Indians, Inc. had no legal authority whatsoever to make land use assignments of Tribal land as of and after the date of the federal recognition of the Grand Traverse Band.<sup>184</sup>

Any such lease or other alleged property interest is void *ab initio*.<sup>185</sup>

In dicta, the Tribal Appellate Court asserted that the Tribal Council might have authority to ratify the land use assignments made by Leelanau Indians, Inc.<sup>186</sup>

#### § 14.04 Encumbrances

An encumbrance places legal interests, or burdens, on the land while the owner retains an ownership interest.<sup>187</sup>

#### § 14.05 Takings

The Tribal Council must explicitly recognize a property interest before that interest becomes compensable under the just compensation clause of the Constitution.<sup>188</sup>

The constitutional principle of just compensation requires the government to fairly compensate owners of private property when they are deprived of their property interest(s) by action(s) of the Tribal government.<sup>189</sup>

#### § 14.06 Due Process

The government must provide notice and an opportunity to be heard before taking the property interests of an individual.<sup>190</sup>

The Tribal Council is not the ultimate decision-maker regarding the issue of just compensation for property takings. It is a party to negotiations regarding just compensation and would be in an unfair bargaining position.<sup>191</sup>

The Tribal Council, as a party, ought to be able to deliberate as a body and negotiate in the first instance just compensation resolutions with any lot assignment holder from which the Tribe wants to buy out.<sup>192</sup>

Any errors by the Tribal Council after the provision of due process and just compensation are harmless.<sup>193</sup>

#### § 14.07 Compensation

Just compensation is not the same as money damages.<sup>194</sup>

#### § 14.08 Compensable Property Interests

A land use assignment from Leelanau Indians, Inc. after the date of the federal recognition of the Grand Traverse Band is not a compensable or recognizable property interest.<sup>195</sup>

A political or moral claim to a lot assignment is not a compensable property interest.<sup>196</sup>

The Tribal Council's decision to negotiate for the compensation of the taking of a non-compensable property interest does not transform that interest into a compensable interest under the just compensation clause of the Constitution.<sup>197</sup>

The granting of another residential lot assignment may constitute just compensation for the taking of a residential lot assigned by Leelanau Indians, Inc., as the facts require.<sup>198</sup>

A Tribal residential lot has no appraisable commercial value. Value must be determined another way.<sup>199</sup>

A bay view is not a compensable interest.<sup>200</sup>

#### § 14.09 Burden of Proof

There must be a presumption that the Tribal Council acted properly under Tribal law in takings cases.<sup>201</sup>

The owner of the alleged property interest bears the burden of proof of showing that the Tribal Council's just compensation decision was in error significantly enough to require reversal of the decision.<sup>202</sup>

The owner of the alleged property interest must show by clear and convincing evidence that the Tribal Council acted arbitrarily and capriciously, or that the Tribal Council showed bias, or absolutely no evidence supported its decision.<sup>203</sup>

#### § 14.10 Holdouts

The Tribal Council is not obligated to accede to the demands of a holdout property owner in a takings case, except to provide just compensation for the taking.<sup>204</sup>

#### § 14.11 Trespass

See Torts § 19.

#### § 14.12 Private Residential Leaseholds

The Court of Appeals will review the findings of fact in these matters under a "clear error" standard.<sup>205</sup>

### O. § 15 Sovereign Immunity

#### § 15.01 Tribal Sovereign Immunity

The Tribal government has inherent Tribal sovereign immunity derived from its sovereign status.<sup>206</sup>

Analogy to the governmental immunity enjoyed by the federal and state governments is misplaced.<sup>207</sup>

Sovereign immunity is an essential attribute of Indian Tribes and serves to avoid interruption of Tribal government operations by improper lawsuits and to protect public funds from improper distribution.<sup>208</sup>

Sovereign immunity may lead to circumstances of unjustness and unfairness.<sup>209</sup>

Vendors doing business with the Band could avoid the harsh results of sovereign immunity in the contracting process.<sup>210</sup>

#### § 15.02 Subject Matter Jurisdiction

Tribal Courts have jurisdiction under the Tribal Constitution and Tribal law to determine whether the Tribe has waived its sovereign immunity or whether Tribal officials have official immunity.<sup>211</sup>

Tribal sovereign immunity deprives the Tribal Court of subject matter jurisdiction to hear claims against the Band.<sup>212</sup>

#### § 15.03 Authority to Waive Immunity

The Tribal government has inherent authority to waive sovereign immunity.<sup>213</sup>

Waivers of sovereign immunity must be clearly intended and clearly stated.<sup>214</sup>

A finding of a waiver of sovereign immunity must be essential to resolving an appeal and it must be avoided if a less invasive legal finding can resolve the appeal.<sup>215</sup>

#### § 15.04 Tribal Official Immunity

Tribal officials are protected from individual liability if they are acting within their official capacities.<sup>216</sup>

Tribal officers and managers could be personally liable if the trial Court finds on the evidence that there is liability for actions that were entirely personal, clearly unauthorized by the parties' duties, and having nothing to do with any party's office. Tribal official action is presumed to be protected by official immunity unless it is clearly outside all allowable discretion or clearly contrary to the allowable range of their duties.<sup>217</sup>

The Constitutional interest in the Tribe's well-being that created the right to waive sovereign immunity for economic development purposes also requires that there be a strong protection to the officers and managers from legal damages for poor or questionable decisions.<sup>218</sup>

Where a Tribal enterprise's director requests a Tribal member to remove personal property from Tribal lands dedicated to Tribal economic development activities in accordance with a Tribal Council order, the director is acting within the scope of his authority.<sup>219</sup>

Tribal officials alone cannot act to bind the Tribal Council.<sup>220</sup>

#### § 15.05 Suits Against the Band in Tribal Courts By Tribal Members

##### § 15.05[A] Remedies

##### § 15.05[A][1] Money Damages

Damages are remedies for injuries to person or property. Damages are money awards.<sup>221</sup>

In general, damages as a form of relief against the Tribe are prohibited by the Constitution unless sovereign immunity has been specifically waived.<sup>222</sup>

Just compensation for property takings by the Tribal government do not constitute damages otherwise prohibited by the Tribal Constitution.<sup>223</sup>

#### § 15.05[A][2] Vindication of Constitutional Rights

The Constitution waives the immunity of the Band for Tribal members pursuing claims related to Constitutional rights violations.<sup>224</sup>

Article XIII's waiver of immunity does not extend to nonmembers.<sup>225</sup>

Article XIII of the Constitution, authorizing waivers of sovereign immunity and waiving sovereign immunity in certain Tribal member lawsuits, does not apply to the Economic Development Corporation.<sup>226</sup>

The Economic Development Corporation is so inextricably intertwined with the Grand Traverse Band Tribal government so as to be subject to the waivers of immunity contained in the Constitution.<sup>227</sup>

#### § 15.05[A][3] Costs and Attorney Fees

The Tribal Court may award costs if a Tribal member bringing a suit against the Tribe prevails on the merits.<sup>228</sup>

The Tribal Court may not award costs and attorney fees to nonmembers under Article XIII, Section 2 (c) of the Constitution.<sup>229</sup>

The Tribal Judiciary rejects the so-called "American Rule" as applied to Tribal Council Member removal actions.<sup>230</sup>

#### § 15.06 Suits Brought Against Tribal Business Entities

The Leelanau Sands Casino retains Tribal sovereign immunity.<sup>231</sup>

The Economic Development Corporation retains immunity from suit unless expressly waived in accordance with the Corporation's Charter.<sup>232</sup>

The Economic Development Corporation is so inextricably intertwined with the Grand Traverse Band Tribal government so as to be subject to the waivers of immunity contained in the Constitution.<sup>233</sup>

#### § 15.07 Suits Brought Against Tribal Subordinate Entities

Subordinate entities of the Band retain Tribal sovereign immunity.<sup>234</sup>

#### § 15.08 Express Waivers of Sovereign Immunity

##### § 15.08[A] Constitutional Waiver of Immunity

The Constitution waives the immunity of the Band for Tribal members pursuing claims related to Constitutional rights violations.<sup>235</sup>

The Constitutional waiver of sovereign immunity does not apply to subordinate organizations.<sup>236</sup>

#### § 15.08[B] Grand Traverse Band Housing Authority

Tribal Council Resolution No. 84-222, providing that the Tribal Council grants its “irrevocable consent” to allow the Grand Traverse Band Housing Authority to “sue and be sued,” constitutes an express waiver of immunity of the Housing Authority from suit.<sup>237</sup>

Tribal Council rescission of waiver of sovereign immunity of housing authority to suit operates to restore sovereign immunity.<sup>238</sup>

#### § 15.08[C] Grand Traverse Band Business Activities

Where the Band has not waived sovereign immunity for business purposes, the Band’s immunity extends to business activities.<sup>239</sup>

A waiver of immunity for business purposes is limited to its terms.<sup>240</sup>

A waiver of immunity for business purposes expires in accordance with its terms; here, at 180 days from the date of alleged injury.<sup>241</sup>

The Economic Development Corporation’s federal charter provides for the express waiver of its immunity from suit.<sup>242</sup>

#### § 15.09 Pre-1988 Constitution Waivers

Waivers of sovereign immunity enacted prior to 1988 are not rescinded by the adoption of the 1988 Tribal Constitution, especially where five (5) of the seven (7) Interim Tribal Council Members voted to waive immunity.<sup>243</sup>

#### § 15.10 Implied Waivers of Sovereign Immunity

The Tribal Courts will not loosely interpret the Constitution or Tribal statutes to find implied waivers of sovereign immunity.<sup>244</sup>

#### § 15.10[A] Tribal Economic Development Corporation

The Economic Development Corporation is so inextricably intertwined with the Grand Traverse Band Tribal government so as to be subject to the waivers of immunity contained in the Constitution.<sup>245</sup>

#### § 15.10[B] Counterclaims

Counterclaims brought by the Band or its business entities do not constitute waivers of immunity from suit.<sup>246</sup>

#### § 15.10[C] Separation of Powers



The doctrine of separation of powers prohibits the Tribal Court from effectuating a waiver of sovereign immunity on the basis of individual fairness. Only the Tribal legislature may waive the immunity of the Tribe or its subordinates.<sup>247</sup>

#### § 15.11 Indian Civil Rights Act

The Indian Civil Rights Act does not operate as a waiver of the Grand Traverse Band's sovereign immunity.<sup>248</sup>

The Indian Civil Rights Act does not operate to waive the immunity of the Economic Development Corporation.<sup>249</sup>

#### § 15.12 Revenue Allocation Ordinance

The Revenue Allocation Ordinance preserves Tribal sovereign immunity. [250]

#### § 15.13 Personnel Manual

The Personnel Manual disavows any waiver of sovereign immunity.<sup>251</sup>

### P. § 16 Sovereignty

#### § 16.01 Grand Traverse Band

The rights and powers of Indian Tribes have long been recognized and well-established in the law.<sup>252</sup>

Indian Tribes have the right to control their own internal matters and to develop based upon unique internal perspectives.<sup>253</sup>

#### § 16.02 Leelanau Indians, Inc.

Upon federal recognition in 1980, the Grand Traverse Band became the legal and political successor to Leelanau Indians, Inc.<sup>254</sup>

Leelanau Indians, Inc. had no legal authority whatsoever to make land use assignments of Tribal land as of and after the date of the federal recognition of the Grand Traverse Band.<sup>255</sup>

### Q. § 17 State or Foreign Law

#### § 17.01 External Law

External rules and interpretations do not apply to the internal matters of a tribe. Application of external law would destroy the unique traditional, cultural, and community attributes of Tribal communities. Application of external law would destroy the diversity that exists among the many Tribal communities themselves.<sup>256</sup>

#### § 17.02 Application of State Statutory Law as a Gap Filler

Grand Traverse Band Tribal Council Resolution No. 85-363 adopted the laws, codes, ordinances and other instruments of the law of the State of Michigan to the extent that they do not conflict with Tribal law or applicable federal law.<sup>257</sup>

Use of State law to fill voids or gaps in enacted Tribal statutory law does not infringe upon Tribal self-determination or self-government as long as such use is not intended to be permanent.<sup>258</sup>

#### § 17.03 Limits to the Application of State Law as a Gap Filler

Tribal Council Resolution No. 85-363 does not operate to mandate the Tribal Courts to follow state court rules.<sup>259</sup>

Tribal courts are not required to follow Michigan sentencing rules.<sup>260</sup>

#### § 17.04 Michigan Child Custody Act

Tribal Court will apply, in absence of Tribal law, the Michigan Child Custody Act in order to determine whether grandparent visitation is in the best interest of the child.<sup>261</sup>

#### § 17.05 Michigan Election Laws

Where the Band has not adopted statutes that govern election disputes, it is proper for the Tribal Court to apply Michigan law as a gap-filler.<sup>262</sup>

#### § 17.06 Enforcement of State Court Orders and Judgments

The Tribal Courts will not enforce an order issued by a state court where the state court has no jurisdiction over the underlying subject matter.<sup>263</sup>

Judgment funds distributed from the Indian Claims Commission proceeds obtained in P.L. 105-143 may be attached or garnished to satisfy state court judgments.<sup>264</sup>

Tribal Court Rule 10.101 et seq. authorizes the Tribal Court to domesticate and enforce the judgments of Michigan state courts and other Tribal courts as a matter of comity.<sup>265</sup>

#### § 17.07 Full Faith and Credit to Federal Orders and Judgments

##### § 17.07[A] Bankruptcy

The Tribal Court will give full faith and credit to the judgments of federal bankruptcy courts.<sup>266</sup>

#### R. § 18 Canons of Construction

##### § 18.01 Interpreting the Constitution

See § 2 Constitutional Law

##### § 18.02 Interpreting Tribal Statutory Law

The Tribal government's ordinances are based on the well-being of the Tribe as a group. The Tribal Council continued its tradition of simple fairness after the enactment of the Tribal Constitution in 1988. The Tribal Courts interpret Tribal laws with the goals of simple fairness and the promotion of Tribal traditions in mind.<sup>267</sup>

### § 18.03 Plain Meaning Rule

The Tribal Courts will not interpret Tribal statutes unless they are ambiguous.<sup>268</sup>

### § 18.04 Every Word Has Meaning

Tribal statutes must be construed to give effect and meaning to every provision.<sup>269</sup>

## S. § 19 Torts

### § 19.01 Trespass

Where a person has no property interest in a parcel of property, he cannot assert that another has trespassed on that land.<sup>270</sup>

### § 19.02 Libel

Tribal Court is the proper forum to determine whether the discharge of an employee constituted libel.<sup>271</sup>

### § 19.03 Tortious Interference with Contract

Tribal Court is the proper forum to determine whether the discharge of an employee constituted tortious interference with contract.<sup>272</sup>

### § 19.04 Intentional Torts

Contract right to repossess a Tribal member's fishing boat cannot give rise to an intentional tort action.<sup>273</sup>

## T. § 20 Tribal Council

### § 20.01 Ethical Obligations of Tribal Council Members

The Tribal community has every right to expect that Tribal officials and employees will avoid conflicts of interest. Tribal employees have a right to loyal service and fulfillment of confidence placed in officials and employees.<sup>274</sup>

Tribal officials have a fiduciary responsibility to the Tribal membership. Good government will require that even the appearance of a conflict of interest be avoided.<sup>275</sup>

### § 20.02 Removal of Tribal Council Member

Removal of a Tribal Council Member is a matter of utmost importance to the Tribe.<sup>276</sup>

Where the Tribal Court finds grounds for the removal of a Tribal Council Member from office as alleged by the Tribal Council, it must order the removal of the Member.<sup>277</sup>

Tribal Council Members with minority positions within the Council should have protections in a system of checks and balances from a tyranny by Council majority.<sup>278</sup>

### § 20.02[A] Conflict of Interest/Personal Financial Interest

Tribal Council Members may be removed from office for participating in decisions involving balancing a personal financial interest, other than interests held in common with all other Tribal members, against the best interests of the Tribe.<sup>279</sup>

The mere fact a personal interest is involved is sufficient to create a conflict of interest.<sup>280</sup>

The Constitution's conflict of interest provision in Article XII, Section 1 does not mandate a "balancing test" by the Tribal Court as decisionmaker.<sup>281</sup>

Where a Tribal Council Member, with personal financial interests at stake, influences the decision of the Tribal Council by discussing an issue with some or all Tribal Council Members; presents plans, budgets, and marketing analyses to some or all Tribal Council Members; prepares and presents a Tribal Council voting form to the Chairman's office; presents the polling form to a Tribal Council Member at another official function; meets with a Tribal Council Member about to leave town in order to influence a vote; submits a polling form to the accounting department for the preparation of a check request; delivers a signed check request to the Chairman's office for signature; returns the signed check request to the accounting department; signs the check issued by the accounting department to purchase land in which the Member has an interest; and delivers the signed check to the title company's closing officer, the Member has engaged in actions violating Article XII, Section 1.<sup>282</sup>

#### § 20.02[B] Appointment of Counsel

Appointment of counsel in a matter of utmost importance to the Tribe is required where a party in interest is unable to focus clearly on the issues; where the Tribal Court would be forced to be proactively involved in guiding the case through the judicial process and guiding the party to ensure fairness and due process; and where the decisionmaker's role would be compromised and would create the appearance of bias.<sup>283</sup>

Removal of a Tribal Council Member is a matter of utmost importance to the Tribe. Fully developed facts and legal arguments are important to the Tribal Court in such matters.<sup>284</sup>

Tribal Council Members with minority positions within the Council should have protections in a system of checks and balances from a tyranny by Council majority. The Tribal Council will be represented by Tribal attorney staff using Tribal resources, so Tribal resources should also be used to balance the check against minority reprisals against minority office holders.<sup>285</sup>

#### § 20.02[C] Attorney Fees

In a case for removal of a Tribal Council Member, the Tribe will pay attorney fees for the respondent Council Member, regardless of indigent status. The Tribal Council will be represented by Tribal attorney staff using Tribal resources, so Tribal resources should also be used to balance the check against minority reprisals against minority office holders.<sup>286</sup>

The Tribal Judiciary rejects the so-called “American Rule” as applied to Tribal Council Member removal actions.<sup>287</sup>

## U. § 21 Tribal Courts

### § 21.01 Judicial Independence

The Tribal membership delegated the judicial power to the Tribal Courts through the adoption of the Tribal Constitution.<sup>288</sup>

The Tribal Judiciary’s authority is not limited to that which the Tribal Council may see fit to delegate to the Courts. The judiciary is independent of the political branches of the Tribal government.<sup>289</sup>

### § 21.02 Tribal Court

The Tribal Court is one of general jurisdiction. A court of general jurisdiction is one that has the inherent power to do whatever is reasonably necessary to fairly resolve matters before it.<sup>290</sup>

The Tribal Court is the proper forum for determining in the first instance whether the Tribe properly terminated Tribal Economic Development Enterprises employee; to fairly and properly interpret employment contract; to review evidence; to fashion damages or declaratory relief as it determines to be proper.<sup>291</sup>

The Constitution mandates that the judicial power must be exercised to the fullest extent consistent with self-determination and the sovereign powers of the Tribe.<sup>292</sup>

### § 21.03 Tribal Judiciary Sitting *En Banc*

In issues of critical importance to the Tribe, the members of the Tribal Judiciary may sit *en banc* to resolve the issues as a matter of original jurisdiction.<sup>293</sup>

There is no right to appeal a decision made by the Tribal Judiciary sitting *en banc*.<sup>294</sup>

### § 21.04 Jurisdiction

Events that involve Tribal members but occur off the reservation do not create jurisdiction in the Tribal Courts.<sup>295</sup>

### § 21.05 Civil Procedure

#### § 21.05[A] Temporary Adoption of Michigan Court Rules

The Grand Traverse Band Tribal Court has adopted the Michigan Court Rules on an interim basis.<sup>296</sup>

#### § 21.05[B] Liberal Interpretation of Complaints

The Band’s traditions allow liberal interpretation of complaints.<sup>297</sup>

#### § 21.05[C] Notice/Service of Notice

Every effort should be made to provide notice where possible and to comport with due process, with the level of effort rising with the amount of harm or loss of rights that the person would suffer.<sup>298</sup>

Due process objections to lack of notice may be waived.<sup>299</sup>

#### § 21.05[D] Injunctive Relief

Motions for injunctive relief must be proceeded or accompanied by a formal complaint.<sup>300</sup>

#### § 21.05[E] Summary Disposition

The Tribal Court will review the pleadings where a defendant makes a motion for summary disposition on the basis that the plaintiff has failed to state a claim on which relief can be granted.<sup>301</sup>

The Tribal Court will deny a motion for summary disposition on the basis that the plaintiff has failed to state a claim on which relief can be granted where a plaintiff has alleged facts that might constitute a claim.<sup>302</sup>

The standard for determining whether to grant a motion for summary judgment is that there is no issue of material fact and that the moving party is entitled to judgment as a matter of law.<sup>303</sup>

One basis for summary disposition is the lack of jurisdiction in the Tribal Court.<sup>304</sup>

The party alleging jurisdiction bears the burden of establishing jurisdiction sufficient to defeat a motion for summary disposition.<sup>305</sup>

A delay in filing a motion to dismiss on the pleadings is waived if the plaintiff does not complain of a late filing and suffers no prejudice.<sup>306</sup>

#### § 21.05[F] Cross-Motions for Summary Disposition

Where the parties stipulate that there are no issues of material fact, the Court can make a decision on the pleadings as a matter of law.<sup>307</sup>

#### § 21.05[G] Discovery

A protective order halting discovery may issue from the Tribal Court when a party proves that discovery requests create an undue burden or expense.<sup>308</sup>

The Tribal Court finds that an undue burden and expense for the Band to comply with discovery exists while a motion for summary disposition is pending.<sup>309</sup>

#### § 21.05[H] Default Judgment

Obtaining a default is a prerequisite to obtaining a default judgment.<sup>310</sup>

Failure to file a responsive pleading to a complaint within 21 days as required by Court Rule does not create a default where the plaintiff does not object.<sup>311</sup>

## § 21.05[I] Small Claims Court

Tribal Court procedures allow a waiver of personal service in small claims actions but require some written notice or a waiver of notice at a hearing on the merits.<sup>312</sup>

Every effort should be made to provide notice where possible and to comport with due process, with the level of effort rising with the amount of harm or loss of rights that the person would suffer.<sup>313</sup>

## § 21.06 Appeals

### § 21.06[A] Time for Filing Appeal

The Tribal Court may limit the amount of time allowed for a party to file an appeal where undue delay would pose financial risk to the Tribe.<sup>314</sup>

The Court of Appeals has discretionary authority to allow late appeals.<sup>315</sup>

### § 21.06[B] Appellate Jurisdiction

The Grand Traverse Band Appellate Court has jurisdiction to hear appeals from a full and final determination by the Tribal Court, such as a denial of a motion for summary disposition.<sup>316</sup>

A contract containing a forum selection clause that requires all disputes to be resolved in “Tribal Court” does not deprive the Appellate Court of jurisdiction to hear an appeal of the Tribal Court’s decision.<sup>317</sup>

There is no right to appeal a decision made by the Tribal Judiciary sitting *en banc*.<sup>318</sup>

### § 21.06[C] Remand

Appellate Court will remand undecided issues of fact and law back to the Tribal Court for decision in the first instance.<sup>319</sup>

## § 21.07 Justiciability – Case or Controversy Requirement

A “case” can only exist when there is a controversy between adverse parties that requires a declaration of the parties’ rights. This requirement is satisfied when a suit is brought in pursuance of an honest or actual antagonistic assertion of rights by one party against another and valuable legal rights will be directly affected to a specific and substantial degree by the Tribal Court’s decision.<sup>320</sup>

A mere disagreement, no matter how sharp and acrimonious it may be, is insufficient by itself to meet the case and controversy requirement.<sup>321</sup>

The case or controversy requirement ensures that the Tribal Court will not hear just one perspective and one set of arguments in making decisions that have great importance. It is critical to the judicial process and the development of good law for the Tribal Court to receive sufficient information and argument in order to make fully informed decisions.<sup>322</sup>

The case or controversy requirement ensures the ripeness and timeliness of the suit.<sup>323</sup>

The case or controversy requirement ensures that judicial resources are conserved to be used in justiciable cases.<sup>324</sup>

A request for an advisory opinion does not meet the case or controversy requirement.<sup>325</sup>

## V. § 22 Tribal Economic Development

### § 22.01 Tribal Economic Development Enterprises

Tribal and federal law consistently establish a strong rule that the Tribe must be left to handle its own actions involving economic development.<sup>326</sup>

Through Grand Traverse Band Resolution No. 84-193, enacted in 1984, the interim Tribal Council established the Economic Development Authority in order to engage in business activities that would benefit the Tribal community.<sup>327</sup>

Suits against Tribal Economic Development Enterprises chartered by the Tribe should be kept separate and distinguished from suits brought against the Tribe itself.<sup>328</sup>

Unlike the Tribe, the Tribe's business enterprises, depending on business reality, may be forced to provide assurances that there will be an opportunity for redress if business relations go awry.<sup>329</sup>

### § 22.02 Grand Traverse Band of Ottawa and Chippewa Indians Economic Development Authority

The Economic Development Authority is a proprietary, subordinate organization of the Tribe.<sup>330</sup>

The Economic Development Authority is not a federal corporation chartered in accordance with Section 17 of the Indian Reorganization Act. 25 U.S.C. § 477; GRAND TRAVERSE BAND CONST. art. IV, § 1 (1988).<sup>331</sup>

The Economic Development Authority is separate from Tribal government to facilitate effective capacity to function in the business world and to prevent interference by Tribal political considerations.<sup>332</sup>

### § 22.03 Sovereign Immunity and the Grand Traverse Band of Ottawa and Chippewa Indians Economic Development Authority

The interim Tribal Council intended the Economic Development Authority to be capable of waiving its immunity by incorporating a "sue and be sued" clause in the Authority's bylaws. The "sue and be sued" clause operates only to authorize the Authority to waive its immunity.<sup>333</sup>

The Economic Development Authority waived its immunity from suit by entering into an employment contract that contained a choice of forum clause reading, "[D]isputes



under this Employment Contract shall be resolved by ... the Grand Traverse Band Tribal Court.”<sup>334</sup>

A waiver of sovereign immunity by the Economic Development Authority was a narrow waiver that did not implicate the assets of the Tribe, but only the assets of the Authority.<sup>335</sup>

Waiver by the Economic Development Authority to suit in accordance with a “sue and be sued” clause was sufficient to waive immunity only in the Tribal Court, not in state or federal courts.<sup>336</sup>

A withdrawal of waiver of sovereign immunity by the Economic Development Authority or Tribal Council did not operate to deprive the Tribal Court of subject matter jurisdiction over cases arising during effective dates of the waiver.<sup>337</sup>

#### § 22.04 Tribally Owned Businesses

Leelanau Sands Casino retains the sovereign immunity of the Band, absent a waiver effectuated in accordance with the Constitution.<sup>338</sup>

#### W. § 23 Tribal Membership

Tribal membership requires formal enrollment in the Band.<sup>339</sup>

#### § 23.01 Tribal Authority to Decide Membership

Indian Tribes have an undisputed right and obligation to determine membership criteria, as recognized in *Santa Clara Pueblo v. Martinez*, 436 U.S. 49 (1978).<sup>340</sup>

#### § 23.02 Tribal Court Authority

Under Article V, section 2, and Article II of the Constitution, the Tribal Courts have jurisdiction to review membership decisions.<sup>341</sup>

The Tribal Court has authority to interpret the Constitutional provisions related to Tribal membership.<sup>342</sup>

The Constitution reserves membership decisions to the Tribal Certifier.<sup>343</sup>

#### § 23.03 Standard of Review

The Tribal Court will not reverse the decision of the Tribal Council to deny membership unless the decision is arbitrary and capricious or outside the scope of the Council’s duties.<sup>344</sup>

#### § 23.04 Dual Citizenship

Dual citizenship – membership of one person in more than one American Indian Tribe or Canadian First Nation – is anomalous.<sup>345</sup>

The Constitutional term that prohibits dual enrollment in more than one “federally-recognized Indian Tribe, Band, or Group” does not include Canadian First Nations.<sup>346</sup>

A person subject to disenrollment by the Tribal Council is entitled to due process in accordance with Article II, section 1 of the Constitution.<sup>347</sup>

#### § 23.05 Blood Quantum

Prior to the adoption of the Constitution, the Secretary of Interior had authority to approve or disapprove the Constitution.<sup>348</sup>

The Court cannot ignore the history of the framing of the Constitution in relation to blood quantum.<sup>349</sup>

The framers understood that the Secretary of Interior would disapprove blood quantum criteria that took into account Canadian Indian blood because Canadian Indian blood is uncertifiable.<sup>350</sup>

#### § 23.06 Property Right

Membership is a fundamental property right that cannot be taken without due process of law.<sup>351</sup>

#### § 23.07 Political Question

Tribal membership decisions are political questions answerable only by the Tribal Council.<sup>352</sup>

Tribal membership decisions are not political questions answerable only by the Tribal Council, applying the principles of *Baker v. Carr*, 369 U.S. 186 (1962).<sup>353</sup>

#### § 23.08 Tribal Membership Records

The Band has a duty to protect the confidentiality of information contained in its Tribal membership records.<sup>354</sup>

Even during litigation, the Tribal Court will apply a “high standard” before allowing membership litigants to access tribal membership records via subpoena.<sup>355</sup>

### III. Appendix - Law Review & Journal Articles

James A. Bransky, *The Political Status of Indian Tribes in Michigan*, 65 MICH. B. J. 444 (1986).

Kirsten Matoy Carlson, *Towards Tribal Sovereignty and Judicial Efficiency: Ordering the Defenses of Tribal Sovereign Immunity and Exhaustion of Tribal Remedies*, 101 MICH. L. REV. 569 (2003).

Hon. Michael F. Cavanaugh, *Michigan’s Story: State and Tribal Courts Try to Do the Right Thing*, 76 U. DET. MERCY L. REV. 709 (1999).

Cait Clarke, *Problem-Solving Defenders in the Community: Expanding the Conceptual and Institutional Boundaries of Providing Counsel to the Poor*, 14 GEO. J. LEGAL ETHICS 401 (2001).

Nancy A. Costello, *Walking Together in a Good Way: Indian Peacemaker Courts in Michigan*, 76 U. DET. MERCY L. REV. 875 (1999).

Matthew L.M. Fletcher, *Reviving Local Tribal Control in Indian Country*, 53 FED. LAW. 38, (March/April 2006).

Matthew L.M. Fletcher, *Toward a Theory of Intertribal and Intratribal Common Law*, 43 HOUS. L. REV. 701 (2006).

Matthew L.M. Fletcher, *Same-Sex Marriage, Indian Tribes, and the Constitution*, 61 U. MIAMI L. REV. 53 (2006).

Matthew L.M. Fletcher, *Politics, History, and Semantics: The Federal Recognition of Indian Tribes*, 82 N.D. L. REV. 487 (2006).

Matthew L.M. Fletcher, *The Insidious Colonialism of the Conqueror: The Federal Government in Modern Tribal Affairs*, 19 WASH. U. J. L. & POL'Y 273 (2005).

Matthew L.M. Fletcher, *Theoretical Restrictions on the Sharing of Indigenous Biological Knowledge: Implications for Freedom of Speech in Tribal Law*, 14 KAN. J. L. PUB. POL'Y 525 (2005).

Matthew L.M. Fletcher, *Tribal Employment Separation: Tribal Law Enigma, Tribal Governance Paradox, and Tribal Court Conundrum*, 38 U. MICH. J. L. REFORM 273 (2005).

Matthew L.M. Fletcher, *United States v. Lara: Affirmation of Tribal Criminal Jurisdiction over Nonmember Indians*, 83 MICH. B. J. 24 (July 2004)

Matthew L.M. Fletcher, *The Power to Tax, the Power to Destroy, and the Michigan Tribal-State Tax Agreements*, 82 U. DET. MERCY L. REV. 1 (2004).

Matthew L.M. Fletcher, *The Drug War on Tribal Government Employees: Adopting the Ways of the Conqueror*, 35 COLUM. HUM. RTS. L. REV. 1 (2003).

Matthew L.M. Fletcher & Wenona T. Singel, *Power, Authority, and Tribal Property*, 41 TULSA L. REV. 21 (2005).

L. Scott Gould, *Mixing Bodies and Beliefs: The Predicament of Tribes*, 101 COLUM. L. REV. 702 (2001).

Steven C. Gunn, *Compacts, Confederacies, and Comity: Intertribal Enforcement of Tribal Court Orders*, 34 N.M. L. REV. 297 (2004).

David D. Haddock & Robert J. Miller, *Can a Sovereign Protect Investors from Itself? Tribal Institutions to Spur Reservation Investment*, 8 J. SMALL & EMERGING BUS. L. 173 (2004).

Scott C. Idleman, *Multiculturalism and the Future of Tribal Sovereignty*, 35 COLUM. L. REV. 589 (2004).

Mark A. Jarboe, *Fundamental Legal Principles Affecting Business Transactions in Indian Country*, 17 *HAMLIN L. REV.* 417 (1994).

John F. Petoskey, *Doing Business with Michigan Indian Tribes*, 76 *MICH. B. J.* 440 (1997)

Michael D. Petoskey, *Tribal Courts*, 67 *MICH. B. J.* 366 (1988).

Angela R. Riley, "Straight Stealing": Toward an Indigenous System of Cultural Property Protection, 80 *WASH. L. REV.* 69 (2005).

Ezra Rosser, *Rural Housing and Code Enforcement: Navigating Between Values and Housing Types*, 13 *GEO. L. POVERTY L. & POL'Y* 33 (2006).

Wenona T. Singel, *Labor Relations and Tribal Self-Governance*, 80 *N.D. L. REV.* 691 (2004)

Gloria Valenica-Weber, *Tribal Courts: Custom and Innovative Law*, 24 *N.M. L. REV.* 225 (1994)

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<sup>2</sup> Assistant General Counsel and Enrolled Member, Grand Traverse Band of Ottawa and Chippewa Indians. We thank John Petoskey, Mike Petoskey, and Wenona Singel for their encouragement (and outright shock that we would attempt something like this).

<sup>3</sup> See *Grand Traverse Band of Ottawa & Chippewa Indians v. Office of the United States Attorney for the W. Dist. of Mich.*, 369 F.3d 960, 961-62 & n.2 (6th Cir. 2004); Matthew L.M. Fletcher, *Politics, History, and Semantics: The Federal Recognition of Indian Tribes*, 82 *N.D. L. REV.* 487, 504-08 (2006).

<sup>4</sup> See GEORGE WEEKS, *MEM-KA-WEH: DAWNING OF THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS* 13-15 (1992).

<sup>5</sup> See *Determination for Federal Acknowledgment of the Grand Traverse Band of Ottawa and Chippewa Indians as an Indian Tribe*, 45 *Fed. Reg.* 19,321 (Mar. 25, 1980).

<sup>6</sup> See *Grand Traverse Band of Ottawa & Chippewa Indians v. Office of the United States Attorney for the W. Dist. of Mich.*, 369 F.3d 960 at 962.

<sup>7</sup> See *GRAND TRAVERSE BAND CONST.* art. XVII.

<sup>8</sup> See Michael D. Petoskey, *Tribal Courts*, 67 *MICH. B. J.* 366, 368-69 (1988).

<sup>9</sup> *GRAND TRAVERSE BAND CONST.* art. V, § 1.

<sup>10</sup> See generally Nancy A. Costello, *Walking Together in a Good Way: Indian Peacemaker Courts in Michigan*, 76 *U. DET. MERCY L. REV.* 875 (1999).

<sup>11</sup> See Petoskey, *supra* note 6, at 369.

<sup>12</sup> *Cf.* In re Adams, 133 B.R. 191 (Bankr. W.D. Mich. 1991).

<sup>13</sup> See Hon. Michael F. Cavanagh, *Michigan's Story: State and Tribal Courts Try to Do the Right Thing*, 76 U. DET. MERCY L. REV. 709, 712-15 (1999).

<sup>14</sup> GRAND TRAVERSE BAND CONST. art. V, § 2.

<sup>15</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994); Grand Traverse Band of Ottawa & Chippewa Indians v. Comer, No. 02-09-1351 (Grand Traverse Band Tribal Ct. Feb. 25, 2003).

<sup>16</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>17</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>18</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Napont, No. 2005-162-CV-CV (Grand Traverse Band Tribal Ct. Jan. 17, 2006).

<sup>19</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>20</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>21</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996); Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000).

<sup>22</sup> Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000).

<sup>23</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994); Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000).

<sup>24</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994).

<sup>25</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>26</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>27</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>28</sup> *Id.*

<sup>29</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>30</sup> *Id.*

<sup>31</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Napont, No. 2005-162-CV-CV (Grand Traverse Band Tribal Ct. Jan. 17, 2006); Mitchell v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 04-03-223-CV (Grand Traverse Band Tribal Ct. Nov. 17, 2004).

<sup>32</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Comer, No. 02-09-1351 (Grand Traverse Band Tribal Ct. Feb. 25, 2003).

<sup>33</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Grand Traverse Band Hous. Entity, No. 98-07-238-CV (Grand Traverse Band Tribal Ct. Aug. 14, 1998).

<sup>34</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Sept. 15, 2004).

<sup>35</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-036-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994).

<sup>36</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>37</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>38</sup> *Id.*

<sup>39</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Grand Traverse Band Hous. Entity, No. 98-07-238-CV (Grand Traverse Band Tribal Ct. Aug. 14, 1998).

<sup>40</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Determination for Federal Acknowledgment of the Grand Traverse Band of Ottawa and Chippewa Indians as an Indian Tribe, 45 Fed. Reg. 19,321 (Mar. 25, 1980).

<sup>41</sup> GRAND TRAVERSE BAND CONST. art. VI, §§ 1(e), 1(o), 2 (1978); Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *aff'g* No. 89-03-001-CV (Grand

Traverse Band Tribal Ct. June 18, 1992), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>42</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Determination for Federal Acknowledgment of the Grand Traverse Band of Ottawa and Chippewa Indians as an Indian Tribe, 45 Fed. Reg. 19,321 (Mar. 25, 1980).

<sup>43</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>44</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>45</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>46</sup> *Id.*

<sup>47</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>48</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>49</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>50</sup> GRAND TRAVERSE BAND CONST. pmbl.; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>51</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>52</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>53</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>54</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-

001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>55</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>56</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>57</sup> GRAND TRAVERSE BAND CONST. arts. VII, VIII; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>58</sup> Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd., No. 00-03-108-CV (Grand Traverse Band Tribal Ct. Aug. 23, 2001) (order)

<sup>59</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>60</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. Feb. 22, 1999).

<sup>61</sup> GRAND TRAVERSE BAND CONST. art. V, § 2; In re Russell, No. 96-03-025-CV (Grand Traverse Band Tribal Ct. Apr. 2, 1996).

<sup>62</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *aff'g* No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>63</sup> GRAND TRAVERSE BAND CONST. art IV; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>64</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).



<sup>65</sup> *Id.*

<sup>66</sup> *Id.*; Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>67</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>68</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1(d); Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>69</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1(e); Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>70</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1(h); Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>71</sup> GRAND TRAVERSE BAND CONST. art. III, § 5(e)(1); Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *aff'g* No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>72</sup> GRAND TRAVERSE BAND CONST. art. IV, §§ 1(d), (e), (h); GRAND TRAVERSE BAND CONST. pmb., arts. I, XI; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>73</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>74</sup> GRAND TRAVERSE BAND CONST. art. IV, § 1; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>75</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>76</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Grand Traverse Band Hous. Entity, No. 98-07-238-CV (Grand Traverse Band Tribal Ct. Aug. 14, 1998).

<sup>77</sup> GRAND TRAVERSE BAND CONST. art. V, § 2; In re Russell, No. 96-03-025-CV (Grand Traverse Band Tribal Ct. Apr. 2, 1996).

<sup>78</sup> GRAND TRAVERSE BAND CONST. art. XI; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>79</sup> GRAND TRAVERSE BAND CONST. art. XI; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>80</sup> GRAND TRAVERSE BAND CONST. art. XI; Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008-CV (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>81</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>82</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>83</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>84</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>85</sup> *Id.*

<sup>86</sup> Hueter v. Grand Traverse Band Hous. Auth., No. 96-03-027-CV, (Grand Traverse Band Tribal Ct., Feb. 4, 1998).

<sup>87</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>88</sup> *Id.*

<sup>89</sup> *Id.*

<sup>90</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>91</sup> *Winstone v. Old Kent Bank—Grand Traverse*, No. 98-04-127-CV (Grand Traverse Band Tribal Ct. Feb. 11, 2000).

<sup>92</sup> *Grand Traverse Band of Ottawa & Chippewa Indians v. C.H. Smith Co., Inc.*, No. 00-07-355-CV (Grand Traverse Band Tribal Ct. Mar. 15, 2002).

<sup>93</sup> *Id.*

<sup>94</sup> *People v. Chippewa*, No. 91-06-026-CR (Grand Traverse Band Ct. App. Aug. 7, 1991).

<sup>95</sup> *Id.*

<sup>96</sup> *People v. Anderson*, No. 00-06-310-CR-APP (Grand Traverse Band Ct. App. Aug. 22, 2001).

<sup>97</sup> *Id.*

<sup>98</sup> *People v. Southbird*, No. 01-12-765-CR (Grand Traverse Band Tribal Ct. May 31, 2002).

<sup>99</sup> *Grand Traverse Band of Ottawa & Chippewa Indians v. C.H. Smith Co., Inc.*, No. 00-07-355-CV (Grand Traverse Band Tribal Ct. Mar. 15, 2002).

<sup>100</sup> GRAND TRAVERSE BAND CONST. art. III, § 5(a); *Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd.*, No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>101</sup> *Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd.*, No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>102</sup> *Barrientoz v. Grand Traverse Band Election Bd.*, No. 2006-316-CV-CV (Grand Traverse Band Tribal Ct. May 12, 2006).

<sup>103</sup> *Id.*

<sup>104</sup> *Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd.*, No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>105</sup> *Id.*

<sup>106</sup> *Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth.*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 89-03-001-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); *Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd.*, No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>107</sup> GRAND TRAVERSE BAND CONST. art. VII, § 5; *Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd.*, No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>108</sup> *Id.*

<sup>109</sup> *Id.*

<sup>110</sup> Barrientoz v. Grand Traverse Band Election Bd., No. 2006-316-CV-CV (Grand Traverse Band Tribal Ct. May 12, 2006).

<sup>111</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>112</sup> *Id.*

<sup>113</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>114</sup> TwoCrow v. Grand Traverse Band Econ. Dev. Auth., No. 94-07-003-CV (Grand Traverse Band Tribal Ct. Mar. 14, 2003).

<sup>115</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Diaz, No. 04-03-290-CV (Grand Traverse Band Tribal Ct. Nov. 9, 2005).

<sup>116</sup> GRAND TRAVERSE BAND CONST. art. X, § 1(h); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>117</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>118</sup> *Id.*

<sup>119</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>120</sup> TwoCrow v. Grand Traverse Band Econ. Dev. Auth., No. 94-07-003-CV (Grand Traverse Band Tribal Ct. Sept. 15, 1996).

<sup>121</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>122</sup> *Id.*

<sup>123</sup> *Id.*

<sup>124</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Napont, No. 2005-162-CV-CV (Grand Traverse Band Tribal Ct. Jan 17, 2006); Mitchell v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 04-03-223-CV (Grand Traverse Band Tribal Ct. Nov. 17, 2004).

<sup>125</sup> Stewart v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 02-01-784-CV (Grand Traverse Band Tribal Ct. Oct. 21, 2002).

<sup>126</sup> Mitchell v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 04-03-223-CV (Grand Traverse Band Tribal Ct. Nov. 17, 2004).

<sup>127</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Sept. 15, 2004).

<sup>128</sup> Fall v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 03-07-560-CV-APP (Grand Traverse Band Tribal Ct. Aug. 25, 2004).

<sup>129</sup> In re D.D., No. 97-11-083-CV-DR (Grand Traverse Band Tribal Ct. Feb. 1, 1998).

<sup>130</sup> 10 GTBC § 125(b); People v. Schocko, No. 97-06-003-ICW (Grand Traverse Band Tribal Ct. Oct. 21, 1999).

<sup>131</sup> 10 GTBC § 125(b)(6); People v. Schocko, No. 97-06-003-ICW (Grand Traverse Band Tribal Ct. Oct. 21, 1999).

<sup>132</sup> *Id.*

<sup>133</sup> In re K.C., No. 96-07-007-ICW (Grand Traverse Band Tribal Ct., Sept. 5, 1997), *aff'd*, In re C., [docket number not available], (Grand Traverse Band Ct. App. Mar. 12, 1999).

<sup>134</sup> *Id.*; People v. Schocko, No. 97-06-003-ICW (Grand Traverse Band Tribal Ct. Oct. 21, 1999).

<sup>135</sup> In re C., [docket number not available], (Grand Traverse Band Ct. App. Mar. 12, 1999).

<sup>136</sup> In re Mullen, No. 94-07-004-PAT (Grand Traverse Band Tribal Ct. Apr. 6, 1996).

<sup>137</sup> *Id.*

<sup>138</sup> In re D.D., No. 97-11-083-CV-DR (Grand Traverse Band Tribal Ct. Feb. 11, 1998).

<sup>139</sup> In re C., [docket number not available], (Grand Traverse Band Ct. App., Mar. 12, 1999).

<sup>140</sup> *Id.*

<sup>141</sup> 10 GTBC § 102(b); Kathryn A. Ritcheske, *Liability of Non-Indian Batterers in Indian Country: A Jurisdictional Analysis*, 14 TEX. J. WOMEN & L. 201 (2005).

<sup>142</sup> Denoyer v. Chambers, No. 00-06-312-CV-DIV (Grand Traverse Band Tribal Ct. Mar. 19, 2001).

<sup>143</sup> *Id.*

<sup>144</sup> People v. Duhamel, No. 96-10-038-CCV (Grand Traverse Band Conservation Ct. Mar. 8, 1997).

<sup>145</sup> *Id.*

<sup>146</sup> People v. Raphael No. 00-03-131-CR (Grand Traverse Band Tribal Ct., June 23, 2000).

<sup>147</sup> 18 GTBC § 1605(k) (1999 & Supp. 2004) (amended by Grand Traverse Band Tribal Council Resolution No. 07-25.1742 on Jan. 17, 2007); Williams v. Martell, No. 95-11-146-CV-FJ (Grand Traverse Band Tribal Ct. May 22, 1998), *aff'd*, No. 97-01-001-CV-APP.

<sup>148</sup> Williams v. Martell, No. 97-01-001-CV-APP (Grand Traverse Band Ct. App. March 21, 1998).

<sup>149</sup> 18 GTBC § 1605(k) (1999 & Supp. 2004) (amended by Grand Traverse Band Tribal Council Resolution No. 07-25.1742 on Jan. 17, 2007); In re Case, No. 96-01-001-PC (Grand Traverse Band Tribal Ct. May 8, 1996); Williams v. Martell, No. 95-11-146-CV-FJ (Grand Traverse Band Tribal Ct. May 22, 1998), *aff'd*, No. 97-01-001-CV-APP (Grand Traverse Band Ct. App. July 19, 1999).

<sup>150</sup> 18 GTBC § 1605(k) (1999 & Supp. 2004) (amended by Grand Traverse Band Tribal Council Resolution No. 07-25.1742 on Jan. 17, 2007); In re Case, No. 96-01-001-PC (Grand Traverse Band Tribal Ct. May 8, 1996); Williams v. Martell, No. 95-11-146-CV-FJ (Grand Traverse Band Tribal Ct. May 22, 1998), *aff'd*, No. 97-01-001-CV-APP (Grand Traverse Band Ct. App. July 19, 1999).

<sup>151</sup> In re Case, No. 96-01-001-PC (Grand Traverse Band Tribal Ct. May 8, 1996); Williams v. Martell, No. 95-11-146-CV-FJ (Grand Traverse Band Tribal Ct. May 22, 1998), *aff'd*, No. 97-01-001-CV-APP (Grand Traverse Band Ct. App. July 19, 1999).

<sup>152</sup> In re Case, No. 96-01-001-PC (Grand Traverse Band Tribal Ct. May 8, 1996), as *amended on reh'g*, No. 96-01-001-PC (Grand Traverse Band Tribal Ct. June 25, 1996).

<sup>153</sup> Oceana County v. S.C., No. 01-03-120-FJ (Grand Traverse Band Tribal Ct. Nov. 27, 2001), *aff'd*, No. 02-03-772-APP (Grand Traverse Band Ct. App. Aug. 14, 2002).

<sup>154</sup> 18 GTBC § 1605 (c); Oceana County v. S.C., No. 01-03-120-FJ (Grand Traverse Band Tribal Ct. Nov. 27, 2001), *aff'd*, No. 02-03-772-APP (Grand Traverse Band Ct. App. Aug. 14, 2002).

<sup>155</sup> Oceana County v. S.C., No. 01-03-120-FJ (Grand Traverse Band Tribal Ct. Nov. 27, 2001), *aff'd*, No. 02-03-772-APP (Grand Traverse Band Ct. App. Aug. 14, 2002).

<sup>156</sup> In re W., No. 2006-323-CV-MT (Grand Traverse Band Tribal Ct. May 30, 2006).

<sup>157</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Grand Traverse Band Hous. Entity, No. 98-07-238-CV (Grand Traverse Band Tribal Ct. Aug. 14, 1998).

<sup>158</sup> *Id.*

<sup>159</sup> Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Hous. Dept., No. 02-03-895-CV (Grand Traverse Band Tribal Ct. Apr. 23, 2002).

<sup>160</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth. v. Yannett, No. 93-12-36-CV-HA (Grand Traverse Band Tribal Ct. Apr. 18, 1994).

<sup>161</sup> Antoine v. Grand Traverse Band Hous. Dept./Auth., No. 01-02-034-CV (Grand Traverse Band Tribal Ct. Feb. 28, 2001).

<sup>162</sup> *Id.*

<sup>163</sup> Grand Traverse Band of Ottawa & Chippewa Indians Hous. Dept. v. Crowley, No. 04-10-665-CV (Grand Traverse Band Tribal Ct. Oct. 5, 2005).

<sup>164</sup> In re Raphael, No. 97-12-141-FJ-LC (Grand Traverse Band Tribal Ct. Feb. 23, 1998).

<sup>165</sup> GRAND TRAVERSE BAND TRIBAL CT. R. Ch. 10; MICH. CT. R. 2.615 (2007); In re Raphael, No. 97-12-141-FJ-LC (Grand Traverse Band Tribal Ct. Feb. 23, 1998).

<sup>166</sup> 18 GTBC § 1609 (1999 & Supp. 2004); In re Raphael, No. 97-12-141-FJ-LC (Grand Traverse Band Tribal Ct. Feb. 23, 1998).

<sup>167</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>168</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>169</sup> GRAND TRAVERSE BAND CONST. art. X, § 1(h); Antoine v. Grand Traverse Band Hous. Dept./Auth. No. 01-02-034-CV (Grand Traverse Band Tribal Ct. Feb. 28, 2001).

<sup>170</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>171</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>172</sup> *Id.*

<sup>173</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>174</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. July 20, 2001).

<sup>175</sup> *Id.*

<sup>176</sup> Bonacci v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 00-04-176-CV (Grand Traverse Band Tribal Ct. Jan. 1, 2003); Fall v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 03-04-308-CV (Grand Traverse Band Tribal Ct. June 26, 2003).

<sup>177</sup> In re Lacroix, No. 00-00-613-SE (Grand Traverse Band Tribal Ct. Jan. 5, 2001).

<sup>178</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 6, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>179</sup> *Id.*

<sup>180</sup> *Id.*; Grand Traverse Band of Ottawa & Chippewa Indians v. Leelanau Indians, Inc., No. 83-843 (W.D. Mich. Jan. 30, 1985).

<sup>181</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Grand Traverse Band of Ottawa & Chippewa Indians v. Leelanau Indians, Inc. No. 83-843 (W.D. Mich. Jan. 30 1985).

<sup>182</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>183</sup> *Id.*

<sup>184</sup> *Id.*

<sup>185</sup> *Id.*

<sup>186</sup> *Id.*

<sup>187</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008 (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>188</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>189</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>190</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e), (h); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Antoine v. Grand Traverse Band Hous. Dept./Auth., No. 01-02-034-CV (Grand Traverse Band Tribal Ct. Feb. 28, 2001).

<sup>191</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>192</sup> *Id.*

<sup>193</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-CV (Grand Traverse Band Tribal Ct. Oct. 15, 1999).

<sup>194</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); GRAND TRAVERSE BAND CONST. art. XIII, § 2 (c); Raphael v. Grand Traverse Band of Ottawa & Chippewa



Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>195</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr.16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>196</sup> *Id.*

<sup>197</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>198</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>199</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-CV (Grand Traverse Band Tribal Ct. Oct. 15, 1999).

<sup>200</sup> *Id.*

<sup>201</sup> *Id.*

<sup>202</sup> *Id.*

<sup>203</sup> *Id.*

<sup>204</sup> GRAND TRAVERSE BAND CONST. art X, § 1(e); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>205</sup> De Young v. Southbird, No. 99-11-568-CV-SC (Grand Traverse Band Ct. App. March 6, 2001).

<sup>206</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000); D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000); Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000); Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth., No. 01-06-375-CV (Grand Traverse Band Tribal Ct. Mar. 12, 2002); Bonacci v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 00-04-176-CV (Grand Traverse Band Tribal Ct. Jan. 1, 2003); Fall v. Grand Traverse Band of Ottawa

& Chippewa Indians, No. 03-04-308-CV (Grand Traverse Band Tribal Ct. June 26, 2003); Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004); Yannett v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-11-147-CV (Grand Traverse Band Tribal Ct. Jan. 19, 2004); Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct. Jan. 22, 2005).

<sup>207</sup> D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000); Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000).

<sup>208</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001.

<sup>209</sup> Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000); D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001).

<sup>210</sup> D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001).

<sup>211</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>212</sup> Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000).

<sup>213</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>214</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001; Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000); D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000); Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000); Yannett v.

Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct. Jan. 22, 2005).

<sup>215</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001; D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001).

<sup>216</sup> 6 GBTC § 104(a); Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000); Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>217</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000).

<sup>218</sup> GRAND TRAVERSE BAND CONST. art. VI, §§ 1(a), (c), (d), (e), (h), (i), (j), (m), (n), 2, and 3; GRAND TRAVERSE BAND CONST. art. XIII, § 1; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>219</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>220</sup> *Id.*

<sup>221</sup> GRAND TRAVERSE BAND CONST. art XIII, § 2(b); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>222</sup> GRAND TRAVERSE BAND CONST. art XIII, § 2(b); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000); Shomin v. Grand Traverse Band of

Ottawa & Chippewa Indians, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000); *Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth.*, No. 01-06-375-CV (Grand Traverse Band Tribal Ct. Mar. 12, 2002); *Stewart v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 02-01-784-CV (Grand Traverse Band Tribal Ct. Oct. 21, 2002); *Yannett v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 95-11-147-CV (Grand Traverse Band Tribal Ct. Jan. 19, 2004).

<sup>223</sup> *Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>224</sup> GRAND TRAVERSE BAND CONST. art XIII, § 2(a); *DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001; *Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000); *Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000); *Turner v. Leelanau Sands Casino*, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000); *Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth.*, No. 01-06-375-CV (Grand Traverse Band Tribal Ct. Mar. 12, 2002); *Stewart v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 02-01-784-CV (Grand Traverse Band Tribal Ct. Oct. 21, 2002).

<sup>225</sup> *Bonacci v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians*, No. 00-04-176-CV (Grand Traverse Band Tribal Ct. Jan. 1, 2003).

<sup>226</sup> *Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp.*, No. 00-05-299-CV (Grand Traverse Band Tribal Ct., Oct. 23, 2002), *aff'd*, No. 00-05-299-CV (Grand Traverse Band Ct. App. Mar. 18, 2003), *overruled*, *Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp.*, No. 04-08-566-CV-APP (Grand Traverse Band Ct. App. Apr. 25, 2006).

<sup>227</sup> *Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp.*, No. 04-08-566-CV-APP (Grand Traverse Band Ct. App. Apr. 25, 2006).

<sup>228</sup> GRAND TRAVERSE BAND CONST. art XIII, § 2 (c); *Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); *Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000).

<sup>229</sup> *Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000).

<sup>230</sup> *In re McSauby*, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>231</sup> *D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians*, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No.

00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct. Jan. 22, 2005).

<sup>232</sup> Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 00-05-299-CV (Grand Traverse Band Tribal Ct. Oct. 23, 2002), *aff'd*, No. 00-05-299-CV (Grand Traverse Band Ct. App. Mar. 18, 2003); Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct., Jan. 22, 2005).

<sup>233</sup> Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 04-08-566-CV-APP (Grand Traverse Band Ct. App. Apr. 25, 2006).

<sup>234</sup> *Id.*; Yannett v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-11-147-CV (Grand Traverse Band Tribal Ct. Jan. 19, 2004); Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct., Jan. 22, 2005).

<sup>235</sup> GRAND TRAVERSE BAND CONST. art XIII, § 2(a); DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001; Hawkins v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-04-148-CV (Grand Traverse Band Tribal Ct. Feb. 7, 2000); Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000).

<sup>236</sup> Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 00-05-299-CV (Grand Traverse Band Tribal Ct. Oct. 23, 2002), *aff'd*, No. 00-05-299-CV (Grand Traverse Band Ct. App. Mar. 18, 2003).

<sup>237</sup> Hueter v. Grand Traverse Band Hous. Auth., No. 96-03-027-CV (Grand Traverse Band Tribal Ct. Feb. 4, 1998).

<sup>238</sup> Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 04-08-566-CV-APP (Grand Traverse Band Ct. App. Apr. 25, 2006).

<sup>239</sup> GRAND TRAVERSE BAND CONST. art. XIII, § 1; D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000).

<sup>240</sup> Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 12, 2000).

<sup>241</sup> *Id.*

<sup>242</sup> 2 GTBC §§ 203, 218, 266; Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 00-05-299-CV (Grand Traverse Band Tribal Ct. Oct. 23, 2002), *aff'd*, No. 00-05-299-CV (Grand Traverse Band Ct. App. Mar. 18, 2003).

<sup>243</sup> GRAND TRAVERSE BAND CONST. art. XIII, § 1; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994); Hueter v. Grand Traverse Band Hous. Auth., No. 96-03-027-CV (Grand Traverse Band Tribal Ct. Feb. 4, 1998).

<sup>244</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001.

<sup>245</sup> Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 04-08-566-CV-APP (Grand Traverse Band Ct. App. Apr. 25, 2006).

<sup>246</sup> D.F. Novak Construction Co., Inc. v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct. June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001).

<sup>247</sup> Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct., Jan. 22, 2005).

<sup>248</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001; Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000); Wilson v. Grand Traverse Band of Ottawa & Chippewa Indians Hous. Auth., No. 01-06-375-CV (Grand Traverse Band Tribal Ct. Mar. 12, 2002); Bonacci v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 00-04-176-CV (Grand Traverse Band Tribal Ct. Jan. 1, 2003); Fall v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 03-04-308-CV (Grand Traverse Band Tribal Ct. June 26, 2003); Yannett v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-11-147-CV (Grand Traverse Band Tribal Ct. Jan. 19, 2004).

<sup>249</sup> Shananaquet v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Corp., No. 00-05-299-CV (Grand Traverse Band Tribal Ct. Oct. 23, 2002), *aff'd*, No. 00-05-299-CV (Grand Traverse Band Ct. App. Mar. 18, 2003).

<sup>250</sup> 18 GTBC § 1614; DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, February 7, 2001, *modified*, August 27, 2001.

<sup>251</sup> Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Feb. 14, 2000); Fall v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 03-04-308-CV (Grand Traverse Band Tribal Ct. June 26, 2003).

<sup>252</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>253</sup> *Id.*

<sup>254</sup> *Id.*; Grand Traverse Band of Ottawa & Chippewa Indians v. Leelanau Indians, Inc., No.G 83-834 (W.D. Mich., Jan 30, 1985); Determination for Federal Acknowledgment of the Grand Traverse Band of Ottawa & Chippewa Indians as an Indian Tribe, 45 FED. REG. 19,321 (March 25, 1980).

<sup>255</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>256</sup> *Id.*

<sup>257</sup> People v. Chippewa, No. 91-06-026-CR (Grand Traverse Band Tribal Ct. Aug. 7, 1991); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>258</sup> People v. Chippewa, No. 91-06-026-CR (Grand Traverse Band Tribal Ct. Aug. 7, 1991).

<sup>259</sup> Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Aug. 31, 1996).

<sup>260</sup> People v. Anderson, No.00-06-310-CR-APP (Grand Traverse Band Ct. App. Aug. 22, 2001).

<sup>261</sup> In re D.D., No. 97-11-083-CV-DR (Grand Traverse Band Tribal Ct. Feb. 1, 1998).

<sup>262</sup> 14 GTBC § 6; Russell v. Grand Traverse Band of Ottawa & Chippewa Indians Election Bd., No. 00-03-108-CV (Grand Traverse Band Tribal Ct. May 8, 2000).

<sup>263</sup> In re Case, No. 96-01-001-CV-PC (Grand Traverse Band Tribal Ct. May 21, 1996).

<sup>264</sup> GRAND TRAVERSE BAND TRIBAL CT. R. CH. 10; MICHIGAN CT. R. 2.615; In re Raphael, No. 97-12-141-FJ-LC (Grand Traverse Band Tribal Ct. Feb. 23, 1998).

<sup>265</sup> GRAND TRAVERSE BAND TRIBAL CT. R. CH. 10; MICHIGAN CT. R. 2.615; Williams v. Martell, No. 95-11-146-CV-FJ (Grand Traverse Band Tribal Ct. May 22, 1998), *aff'd*, 97-01-001-CV-APP (Grand Traverse Band Ct. App. July 19, 1999).

<sup>266</sup> In re Parnamc, No. 12-707-CV (Grand Traverse Band Tribal Ct. Dec. 21, 2000).

<sup>267</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>268</sup> Williams v. Martell, No. 97-01-001-CV-APP (Grand Traverse Band Ct. App. July 19, 1999).

<sup>269</sup> *Id.*

<sup>270</sup> Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>271</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct. June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>272</sup> *Id.*

<sup>273</sup> Winstone v. Old Kent Bank—Grand Traverse, No. 98-04-127-CV (Grand Traverse Band Tribal Ct. Feb. 11, 2000).

<sup>274</sup> GRAND TRAVERSE BAND CONST. art. XII, § 1; In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>275</sup> *Id.*

<sup>276</sup> In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>277</sup> GRAND TRAVERSE BAND CONST. art. VIII, § 2(f); In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>278</sup> In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>279</sup> GRAND TRAVERSE BAND CONST. art. XII, § 1; In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>280</sup> *Id.*

<sup>281</sup> *Id.*

<sup>282</sup> *Id.*

<sup>283</sup> In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>284</sup> *Id.*

<sup>285</sup> *Id.*

<sup>286</sup> *Id.*

<sup>287</sup> *Id.*

fn288.GRAND TRAVERSE BAND CONST. art. V, § 1; Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).



<sup>289</sup> GRAND TRAVERSE BAND CONST. art. V, § 6: In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. Jul. 29, 1997) (en banc); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999).

<sup>290</sup> GRAND TRAVERSE BAND CONST. Art. V. § 3(a); In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. Jul. 29, 1997) (en banc); Raphael v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 90-01-001-CV (Grand Traverse Band Tribal Ct. Apr. 16, 1996), *aff'd*, No. 90-01-CV (Grand Traverse Band Ct. App. Oct. 15, 1999); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>291</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>292</sup> GRAND TRAVERSE BAND CONST. art. V, § 2; In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. Jul. 29, 1997) (en banc); Koon v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-067-048-CV (Grand Traverse Band Tribal Ct. Feb. 3, 1998).

<sup>293</sup> In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. Jul. 29, 1997) (en banc).

<sup>294</sup> *Id.*

<sup>295</sup> Winstone v. Old Kent Bank—Grand Traverse, No. 98-04-127-CV (Grand Traverse Band Tribal Ct. February 11, 2000).

<sup>296</sup> Williams v. Martell, No.97-01-001-CV (Grand Traverse Band Ct. App. Mar. 21, 1998); Anderson v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 00-03-114-CV (Grand Traverse Band Tribal Ct. Jul. 10, 2000); Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>297</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201-CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, Feb. 7, 2001, *modified*, Aug. 27, 2001.

<sup>298</sup> De Young v. Southbird, No. 99-11-568-CV-SC (Grand Traverse Band Ct. App. Mar. 6, 2001).

<sup>299</sup> *Id.*

<sup>300</sup> Grand Traverse Band of Ottawa & Chippewa Indians v. Grand Traverse Band Hous. Entity, No. 98-07-238-CV (Grand Traverse Band Tribal Ct. Aug. 14, 1998).

<sup>301</sup> TwoCrow v. Grand Traverse Band Econ. Dev. Auth., No. 94-07-003-CV (Grand Traverse Band Tribal Ct. Apr. 15, 1996).

<sup>302</sup> *Id.*; Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>303</sup> Sliger v. Stalmack, No. 99-10-490-CV (Grand Traverse Band Tribal Ct. Dec. 8, 1999), *withdrawn on motion for reconsideration on other grounds*, Feb. 14, 2000; Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>304</sup> Fletcher v. Grand Traverse Band Tribal Council, No. 03-05-448-CV (Grand Traverse Band Tribal Ct. Jan. 8, 2004).

<sup>305</sup> *Id.*

<sup>306</sup> Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct. Jan. 22, 2005).

<sup>307</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008 (Grand Traverse Band Tribal Ct. April 13, 1995).

<sup>308</sup> Anderson v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 00-03-114-CV (Grand Traverse Band Tribal Ct. July. 10, 2000).

<sup>309</sup> *Id.*

<sup>310</sup> Yannett v. Grand Traverse Band Econ. Dev. Auth., Inc., No. 93-02-004-CV (Grand Traverse Band Tribal Ct. Jan. 22, 2005).

<sup>311</sup> *Id.*

<sup>312</sup> De Young v. Southbird, No. 99-11-568-CV-SC (Grand Traverse Band Ct. App. Mar. 6, 2001).

<sup>313</sup> *Id.*

<sup>314</sup> Tribal Members Advocacy Group v. Tribal Council of the Grand Traverse Band of Ottawa & Chippewa Indians, No. 95-03-008 (Grand Traverse Band Tribal Ct. Apr. 13, 1995).

<sup>315</sup> In re C. [docket number not available], (Grand Traverse Band Ct. App. Mar. 12, 1999); DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Ct. App. Aug. 27, 2001).

<sup>316</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>317</sup> *Id.*

<sup>318</sup> In re McSauby, No. 97-02-001-CV-JR (Grand Traverse Band Tribal Ct. July 29, 1997) (en banc).

<sup>319</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Economic Development Authority, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended on petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>320</sup> GRAND TRAVERSE BAND CONST. art. V, § 2; In re Russell, No. 96-03-025-CV (Grand Traverse Band Tribal Ct. Apr. 2, 1996).

<sup>321</sup> *Id.*

<sup>322</sup> *Id.*

<sup>323</sup> *Id.*

<sup>324</sup> *Id.*

<sup>325</sup> *Id.*

<sup>326</sup> GRAND TRAVERSE BAND CONST. art. VI, §§ 1(a), (c), (d), (e), (h), (i), (j), (m), (n), 2, & 3; Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct, June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended by petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>327</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct, June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended by petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>328</sup> *Id.*

<sup>329</sup> *Id.*

<sup>330</sup> *Id.*

<sup>331</sup> *Id.*

<sup>332</sup> *Id.*

<sup>333</sup> Adams v. Grand Traverse Band of Ottawa & Chippewa Indians Econ. Dev. Auth., No. 89-03-001-CV (Grand Traverse Band Tribal Ct, June 18, 1992), *aff'd*, No. 89-03-001-CV (Grand Traverse Band Ct. App. Aug. 19, 1993), *amended by petition for reh'g*, No. 92-07-002-CV-App (Grand Traverse Band Ct. App. Mar. 28, 1994).

<sup>334</sup> *Id.*

<sup>335</sup> *Id.*

<sup>336</sup> *Id.*

<sup>337</sup> *Id.*

<sup>338</sup> D.F. Novak Construction Co. Inc., v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 98-09-321-CV (Grand Traverse Band Tribal Ct., June 26, 2000), *aff'd*, No. 00-09-423-APP (Grand Traverse Band Ct. App. Nov. 26, 2001); Turner v. Leelanau Sands Casino, No. 99-11-562-CV (Grand Traverse Band Tribal Ct. July 7, 2000).

<sup>339</sup> Shomin v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 92-05-002-CV (Grand Traverse Band Tribal Ct. July 7, 2000).

<sup>340</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 (Grand Traverse Band Tribal Ct. Dec. 21, 1999), *aff'd in part*, No. 96-10-201 CV (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified*, Feb. 7, 2001, *modified*, Aug. 27, 2001; In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>341</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 (Grand Traverse Band Tribal Ct. Dec. 21, 1999) *aff'd in part*, No. 96-10-201 (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified* Feb. 7, 2001; *modified* Aug. 27, 2001; In re M., No. 97-12-092-CV (Grand Traverse Band Ct. App. Feb. 11, 2000).

<sup>342</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>343</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 CV (Grand Traverse Band Tribal Ct. Dec. 21, 1999), *aff'd in part*, No. 96-201 (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified* Feb. 7, 2001, *modified* Aug. 27, 2001.

<sup>344</sup> Bailey v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 99-08-299-CV (Grand Traverse Band Tribal Ct. Nov. 8, 1999).

<sup>345</sup> In re M. No. 97-12-092-CV (Grand Traverse Band Tribal Ct. Feb. 22, 1999).

<sup>346</sup> GRAND TRAVERSE BAND CONST. art. II, § 2; In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>347</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 (Grand Traverse Band Tribal Ct. Dec. 21, 1999), *aff'd in part*, No. 96-10-201 (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified* Feb. 7, 2001, *modified* Aug. 27, 2001.

<sup>348</sup> 25 U.S.C. § 476(a)(2); In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>349</sup> In re M., No. 92-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>350</sup> GRAND TRAVERSE BAND CONST. art. II § 1(b)(2)(a); In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. May 5, 2004).

<sup>351</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 (Grand Traverse Band Tribal Ct. Dec. 21, 1999), *aff'd in part*, No. 96-10-201 (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified* Feb. 7, 2001, *modified* Aug. 27, 2001.

<sup>352</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. Feb. 22, 1999), *rev'd*, No. 97-12-092-CV (Grand Traverse Band Ct. App. Feb. 11, 2000).

<sup>353</sup> DeVerney v. Grand Traverse Band of Ottawa & Chippewa Indians, No. 96-10-201 (Grand Traverse Band Tribal Ct. Dec. 21, 1999), *aff'd in part*, No. 96-10-201 (Grand Traverse Band Ct. App. Nov. 15, 2000), *modified* Feb. 7, 2001, *modified* Aug. 27, 2001.

<sup>354</sup> In re M., No. 97-12-092-CV (Grand Traverse Band Tribal Ct. Oct. 10, 2000).

<sup>355</sup> *Id.*