

# *Pyramid Lake Paiute Tribal Council*

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**RESOLUTION NO.: PL 123-21**

## **RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA**

**WHEREAS,** the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and possesses attributes of sovereignty over both the members and territory.

**WHEREAS,** the Pyramid Lake Paiute Tribe, pursuant to Article VI, Section 1 of the Constitution and By-laws of the Pyramid Lake Paiute Tribe, authorized the Pyramid Lake Tribal Council to act on behalf of the Pyramid Lake Tribe, and to promulgate ordinances to safeguard the peace and safety of residents of the Reservation and to establish courts for the adjudication of claims and disputes; and

**WHEREAS:** pursuant to these powers, the Tribal Council has created a Law & Order Code and other laws and ordinances to govern the conduct of people within the Tribe's Reservation; and

**WHEREAS:** the Tribal Council has recognized the importance of reviewing and updating the Law and Order Code to ensure the Code meets the Tribe's needs and best serves to protect the interests of the Tribe, its members and persons living and working on Tribal lands; and

**WHEREAS:** to meet this goal, the Tribe's Law and Order Committee has recommended that the Tribal Council add revised Title 3 Chapter #14 of the Law and Order Code 2013 to current code.

**WHEREAS:** the revised Title 3 Chapter #14 was posted for at least thirty days to allow for public comment, No comments received by the Law and Order Committee and the Committee submitted its recommendation to the Tribal Council;

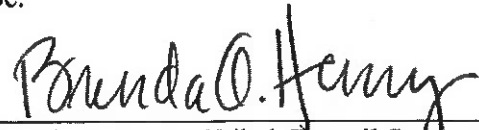
**NOW, THEREFORE BE IT RESOLVED,** that the Pyramid Lake Paiute Tribal Council hereby accepts the recommendation of the Law and Order Committee and hereby adopts the revised Title 3 Chapter #14 of the Law and Order Code.

**BE IT FURTHER RESOLVED,** the Tribal Chairperson or designee is hereby authorized to effectuate any and all administrative actions necessary for implementation of this resolution.

**BE IT FINALLY RESOLVED**, nothing in this resolution shall be construed as a waiver of the sovereign immunity of the Pyramid Lake Paiute Tribe.

**CERTIFICATION**

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom ten (10) constituting a quorum were present at a meeting duly held on the 20<sup>th</sup> day of August, 2021, was adopted by the affirmative vote of nine (9) FOR and zero (0) AGAINST, with zero (0) ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.



Brenda A. Henry, Tribal Council Secretary  
Pyramid Lake Paiute Tribal Council

# CHAPTER 14

## REPOSSESSION

### **3.14.100 Specifying the Rights and Remedies of Creditors and Debtors When a Debtor Is in Default under a Security Agreement Notice of Debtor's Right to Cure**

A. With respect to consumer credit transactions, after the Debtor is in default for ten (10) days for failure to make a required payment and the Debtor has not voluntarily surrendered the collateral, the creditor must give notice as specified in this Section. A creditor gives notice to the Debtor when the notice is personally delivered to the Debtor or mailed to the Debtor's residence by return receipt requested.

B. The notice shall be in writing and shall conspicuously state: the name, address and telephone number of the creditor to whom payment is to be made; a brief identification of the credit transaction; the Debtor's right to cure the default; and the amount of payment and date by which payment must be made to cure the default.

C. With respect to consumer credit transactions, after a default consisting only of the Debtor's failure to make a required payment, the creditor may not accelerate the maturity of the unpaid balance of the obligation nor otherwise enforce a security agreement against the goods that are the collateral until twenty (20) days after notice of the right to cure has been received by the Debtor.

D. Until the expiration of the applicable period of notice, the Debtor may cure the default by tendering the amount of all unpaid sums due at the time of tender, without acceleration, and any unpaid delinquency charges. A cure restores the Debtor to his rights under the agreement as though the default had not occurred.

E. This Section gives the Debtor no right to cure and imposes no limit on the creditor's right to proceed against the Debtor or the goods that are the collateral with regard to any subsequent default on the same obligation that occurs within 12 months after the creditor has given notice of the Debtor's right to cure.

F. This Section does not prohibit a Debtor from voluntarily surrendering possession of goods which are collateral and the creditor from thereafter enforcing his security interest in the goods at any time after default.

### **3.14.200 CREDITOR'S RIGHT TO TAKE POSSESSION AFTER DEFAULT**

A. A Creditor may take possession of personal property pledged as collateral for a security agreement and located within the Pyramid Lake Indian Reservation if, after default, the Debtor consents in writing to relinquish the collateral or if the Creditor is not required to provide prior notice pursuant to the terms of this Chapter. The written consent of the Debtor shall be retained by the Creditor and shall be exhibited by him to the appropriate official upon proper demand.

B. Where a Debtor refuses to consent in writing to relinquish the collateral, the Creditor may remove the property from the Pyramid Lake Indian Reservation only by order of the Tribal Court in an appropriate proceeding following notice and an opportunity to be heard.

### **3.14.300 CREDITOR'S LIABILITY FOR FAILURE TO COMPLY WITH THIS PART**

#### **3.14.302 Criminal Liability**

A. Any non-member of the Pyramid Lake Paiute Tribe who violates this Code may be excluded from doing business within the Pyramid Lake Indian Reservation after a hearing and entry of an order of Exclusion. This Subsection shall not apply to persons who are authorized by Federal law to conduct business within the Pyramid Lake Indian Reservation.

B. Any member of the Pyramid Lake Paiute Tribe who seizes property by any means which involves the use, or an express or implied threat of the use, of violence or other criminal means to cause harm to the person, reputation, or property of any person shall be deemed guilty of the offense of extortionate collection practice. Any member of the Pyramid Lake Paiute Tribe found guilty of such offense may be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) and may be incarcerated for a period of up to six (6) months.

C. Any member of the Pyramid Lake Paiute Tribe who violates this Code in a manner that does not constitute extortionate collection practice may be punished by a fine of not less than Fifty Dollars (\$50.00) or more than Two Hundred Fifty Dollars (\$250.00)

#### **3.14.304 Statutory Liability**

Any person who violates, or any business whose employees violate, this Code shall be civilly liable to the Debtor for any loss caused by the Creditor's failure to comply with the provisions of this ordinance. If the collateral is consumer goods (that is, goods used or bought for use primarily for personal, family, or household purposes), the Debtor has the right to recover, in any event, an amount not less than the full amount of the credit service charge plus ten-percent (10%) of the principal amount of the debt. This provision shall apply whether or not the Debtor owns or has rights in the collateral.

#### **3.14.306 Tort Liability**

A Debtor, or other injured person, may be awarded compensatory and punitive damages, where appropriate, for any tortious conduct (including, but not limited to, the torts of trespass, assault, battery, conversion, intentional infliction of emotional distress, or invasion of privacy) engaged in by the Creditor or the Creditor's representative in the process of taking possession of personal property held by the Debtor.

#### **3.14.308 Cumulative Liability**

The sanctions imposed by this Section shall be cumulative. Criminal, statutory, and tort liability may be imposed against a person who violates the provisions of this Code.