

Sokaogon Chippewa Community

TRIBAL FINANCIAL SERVICES DISPUTE RESOLUTION PROCEDURE

Effective October 1, 2013

- 1.1 **General Principles.** The Tribe desires to expedite the development of the economy of the Tribe in order to improve the Tribe's economic self-sufficiency, to enable the Tribe to better serve the social, economic, educational, and health and safety needs of its members and visitors, and to provide its members with opportunities to improve their own economic circumstances.
 - 1.1.2 Tribal operation and licensing of consumer financial services businesses is a legitimate means of generating revenue to address the aforementioned needs and pursuing the Tribe's goal of self-sufficiency and self-determination.
 - 1.1.3 Tribal regulation and control of consumer financial services businesses within the jurisdiction of the Tribe is essential for the protection of the public welfare.
 - 1.1.4 It is essential that the Tribal Council regulate consumer financial services in a manner commensurate with Tribal law and policy and applicable federal law.
 - 1.1.5 It is essential that public confidence in consumer financial services that takes place within the Tribe's jurisdiction be maintained.
 - 1.1.6 Appointment of a qualified neutral and independent arbitrator and codifying the Tribal Financial Services Dispute Resolution Procedure by the Tribal Council is a necessary condition for the legal operation of consumer financial services within the Tribe's Reservation and is in the best interest of the Tribe.
- 1.2 **Intent.** The Tribal Council, on behalf of the Tribe, declares that the intent of adopting this Procedure is to:
 - 1.2.1 Protect the interests of the public in the offering of consumer financial services.
 - 1.2.2 Ensure the maintenance of public confidence in Tribal consumer financial services practices.
 - 1.2.3 Ensure that the Tribe provides a Tribal-based forum for the fair and orderly resolution of consumer financial services disputes consistent with the Tribe's preservation of sovereignty.

- 1.2.4 Ensure that Tribal consumer financial services laws are enforced by the Tribe upon Persons involved in Tribal consumer financial services.

1.3 Policy.

- 1.3.1 Responsibility for Regulation. The Tribe Council has the responsibility for enforcement of Tribal Ordinances Section 6.5 Tribal Small Dollar Lending Ordinance and Section 6.4 the Tribal Pay Day Lending Ordinance.
- 1.3.2 The Sokaogon Chippewa Community (“Tribe”) values its customers and intends, at all times, to see that questions, concerns, issues, and/or disputes raised by consumer borrowers are addressed in a fair and orderly manner.

1.4 Formal Dispute Resolution Procedure and Binding Arbitration.

- 1.4.1 In the event a consumer has a complaint or dispute pertaining to its business transaction with the Tribe, the consumer shall first address his or her complaint to management for an initial determination.
- 1.4.2 In the event management fails to adequately redress the grievance or dispute to the consumer’s satisfaction, the consumer may request binding arbitration. .
- 1.4.3 A consumer may request binding arbitration by submitting a written request within 21 days of receipt of the initial determination by management to: Sokaogon Chippewa Community, Consumer Financial Services Commission, re: Tribal Financial Services Dispute Resolution, 3051 Sand Lake Road, Crandon, WI 54520.
- 1.4.4 Upon receipt of a written request by a consumer, the written request or complaint shall be provided to the qualified independent neutral arbitrator appointed by the Tribal Council to hear all claims and disputes arising under the provision of Section 6.5 Tribal Small Dollar Loan Ordinance and Section 6.4 Tribal Pay Day Lending Ordinance.
- 1.4.5 The arbitrator shall use the American Arbitration Association (“AAA”) Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes as amended and renamed the Consumer Arbitration Rules (the “Arbitration Rules”) in effect now and as amended in the future to govern the procedures of the binding arbitration; however, provisions of the Arbitration Rules regarding any fees, administration by the AAA and copies provided to the AAA shall not apply as no fees shall be charged for filing a claim and no fees shall be charged for the arbitrator; further, all applicable administrative provisions of the Arbitration Rules shall be handled by the arbitrator.
- 1.4.6 The arbitrator shall offer the consumer a fair opportunity to be heard regarding the dispute or grievance, in person or through telephonic

conference. A consumer may be represented by legal counsel at the consumer's expense. A consumer will not be required to travel to the reservation.

1.5 **Opt Out of Binding Arbitration – Tribal Court Option.**

If the consumer has “opted-out” of binding arbitration in accordance with the agreement between the consumer and a lender licensed within the Sokaogon Chippewa Reservation, then the consumer shall proceed to the Sokaogon Chippewa Tribal court pursuant to the applicable provisions of Section 6.5 Tribal Small Dollar Loan Ordinance and Section 6.4 Tribal Pay Day Lending Ordinance.

1.6 **Tribal Arbitration Ordinance.** Section 1.8.1 the Tribal Arbitration Ordinance is applicable.

1.7 **Sovereign Immunity.** Nothing in this Section shall be construed as a waiver of the Tribe's sovereign immunity or any of the rights and privileges attendant thereto.

Enacted Tribal Council Resolution 9-8E-2014 on September 8, 2014.