

**TITLE 43  
CREDIT TRANSACTION CODE  
TABLE OF CONTENTS**

**CHAPTER 43.01**  
**General Provisions**

43.0101 Short Title ..... 1

43.0102 Scope ..... 1

43.0103 Territorial Application ..... 1

43.0104 Severability ..... 1

43.0105 Administration ..... 1

43.0106 Sovereign Immunity ..... 1

**CHAPTER 43.02**  
**Definitions**

43.0201 Definitions ..... 2

**CHAPTER 43.03**  
**Extension of Credit**

43.0301 Licensee ..... 3

**CHAPTER 43.04**  
**Usury and Interest Rates**

43.0401 Rate of interest set by written agreement; No maximum or usury restrictions ..... 3

43.0402 Loan of money' Presumption as to interest ..... 3

43.0403 Annual rate of interest where specified ..... 3

43.0404 Loan to be repaid in current money ..... 4

43.0405 Maximum rate of interest where no rate specified; Commencement where date not specified ..... 4

43.0406 When interest becomes part of principal ..... 4

43.0407 Interest on moneys after they become due ..... 4

43.0408 Interest on judgments, statutory liens and inverse condemnations ..... 4

43.0409 Legal rate of interest stipulated by contract after breach ..... 4

43.0410 Interest on loan; Advance deduction ..... 4

43.0411 Change in Terms ..... 4

**Chapter 43.05**  
**Limitations on Loans**

43.0501 Limitations on loans ..... 4

**Chapter 43.06**  
**Additional requirements for Loans**

43.0601 Loan requirements ..... 4

43.0602 Satisfaction of loan; Release of assignments ..... 5

43.0603 Prohibited and permitted fees; Attorney fees and costs ..... 5

43.0604 Prohibited acts ..... 5

**Chapter 43.07**  
**Licensing and Consumer Protection Procedures**

43.0701 License; Application requirements; Business locations ..... 6

43.0702 License renewal fee ..... 6

43.0703 Denial of license and license renewal ..... 6

43.0704 License revocation or suspension; Restitution; Penalty ..... 7

43.0705 Complaint procedure ..... 7

43.0706 Information and annual reports ..... 7

43.0707	Civil remedies .....	8
43.0708	Investigations by department; Subpoenas; Oaths; Examination of witnesses and evidence .....	8
43.0709	Production of records located outside state; Alternate procedures; Designated record inspectors .....	9
43.0710	Cease and desist orders .....	9
43.0711	Injunctions; Receivers .....	9
43.0712	Creditors exempt from licensing requirements .....	10

**TITLE 43**  
**CREDIT TRANSACTION CODE**

**CHAPTER 43.01**  
**General Provisions**

- 43.0101**     **Short Title.**  
This Title shall be known and may be cited as the Turtle Mountain Band of Chippewa Indians Tribal Credit Transaction Code.
- 43.0102**     **Scope.**  
In the furtherance of the Tribe's sovereignty, the Tribe has adopted the Turtle Mountain Band of Chippewa Indians Tribal Credit Transaction Code and intends that it apply to all creditors and debtors and related processes, procedures and transactions that are under the jurisdiction of the Tribe and contemplated by this Title.
- 43.0103**     **Territorial Application.**  
To the greatest extent provided under the law, this Title applies to all loan transactions that are under the jurisdiction of the Tribe. Without limiting the generality of the foregoing, but rather in furtherance thereof:
1. Except as otherwise provided in this Title or the other tribal laws of the Tribe, when a transaction bears a reasonable relation to the Reservation of the Tribe and also to another tribe, nation, or state, or to the people residing therein the parties may contract that the law of either the Tribe or of the other tribe, nation or state shall govern their rights and duties; provided, however, that with respect to Consumer lending transactions, the laws of this Title and other tribal laws of the Tribe shall solely govern.
  2. In the absence of an agreement effective under subsection (1), this Title applies to transactions bearing an appropriate relation to the Reservation of the Tribe.
  3. As a result of the emergence of electronic commerce and the necessary involvement of the Tribe in commerce as an essential attribute of its sovereignty and to promote its self-government and provide for the economic security, health and welfare of the Tribe and its nation, the Tribe has an interest to define and clarify the law that governs transactions in electronic commerce. This Title applies to persons located within the jurisdiction of the Tribe who use the internet, facsimiles, or third persons to conduct transactions with consumers located outside of the jurisdiction of the Tribe, or to a person located outside of the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers within the jurisdiction of the Tribe.
- 43.0104**     **Severability.**  
If the application of any provision or clause of this Title is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Title if the remaining provisions can still be given effect without the invalid provision(s) or application(s).
- 43.0105**     **Administration.**  
The Department, or its designated successor, shall be charged with the administration of this Title. The Department or its designated successor is authorized to promulgate upon review and approval of the Tribal Business Committee of the Tribe, rules regarding those matters designated to be governed by this Title.
- 43.0106**     **Sovereign Immunity.**  
Nothing in this Title shall in anyway be deemed a waiver of any of the

rights, privileges and immunities of the Tribe or any instrumentality or subdivision of the Tribe whether such instrumentality or subdivision be unincorporated, incorporated or otherwise.

**CHAPTER 43.02**  
**Definitions**

**43.0201**     **Definitions.**

For the purposes of this Title, the following definitions apply:

1. "ACCOUNT" means an account established by a Debtor with a Creditor under a Revolving Credit Plan.
2. "CHECK" means a negotiable instrument that is drawn on a state or federal bank, credit union, or savings and loan association and is payable on demand.
3. "CONSUMER" means a natural person who is borrowing for personal family or household purposes.
4. "CREDITOR" means the person regularly engaged in the business of making loans in whose favor an obligation exists by reason of which he is, or may become, entitled to the payment of money.
5. "DEBTOR" means the person, including a Consumer who is indebted to a Creditor in accordance with the terms of this Title 43 whether such liability is certain or contingent.
6. "DEPARTMENT" means the Office of the Tribal Secretary/Treasurer of the Tribe.
7. "DEPOSITORY ACCOUNT" means any banking, checking, credit union, commercial, savings, savings and loan, brokerage, investment, or other kind of depository account held by a consumer and includes a stored value card.
8. "INTEREST" means the compensation allowed by law for the use, or forbearance, or detention of money or its equivalent, may be at a fixed or variable rate and includes without limitation, points, loan origination fees, credit service or carrying charges, charges for unanticipated late payments, and any other charges, direct or indirect, as an incident to or as a condition of the extension of credit agreed to between the creditor and a consumer in the loan agreement. These charges do not include charges made by a third party.
9. "LICENSEE" means a person licensed under Part 7 (or who is exempt from licensing under Section 43.7.12) engaged in the business of making Loans.
10. "LOAN" means an extension of credit either under a Plan or pursuant to closed end credit, by a Creditor to a Debtor repayable in accordance with the terms of the written loan agreement or note between the Creditor and the Debtor.
11. "NEGOTIABLE INSTRUMENT" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:
  - a. is payable to bearer or to order at the time it is issued or first comes into possession of a holder;
  - b. is payable on demand or at a definite time; and
  - c. does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money except that the promise or order may contain:
    - (1) an undertaking or power to give, maintain, or protect collateral to secure payment;
    - (2) an authorization or power to the holder to confess judgment or realize on or dispose of collateral; or
    - (3) a waiver of the benefit of any law intended for the advantage or protection of any obligor."
12. "OUTSTANDING UNPAID INDEBTEDNESS" or "INDEBTEDNESS" means on any day an amount not in excess of the total amount of Loans charged to the Debtor's Account under the Plan which is outstanding and unpaid at the end of the day, after adding the aggregate amount of any new Loans charged to the

Debtor's Account as of that day and deducting the aggregate amount of any payments and credits applied to that indebtedness as of any day and, if the agreement providing the Plan so provides, may include the amount of any interest and additional charges, including late or delinquency charges, which have accrued to the Debtor's Account and which are unpaid at the end of the day. Loans may be included in Outstanding Unpaid Indebtedness as of such time as may be specified in the agreement governing the Plan.

13. "PERSON" means a natural person, sole proprietorship, firm, partnership, corporation, or other entity.
14. "PLAN" means a plan contemplating the extension of open end credit under an Account governed by an agreement between a Creditor and a Debtor pursuant to which:
  - a. The Creditor permits the Debtor and, if the agreement governing the Plan so provides, persons acting on behalf of or with authorization from the Debtor, from time to time to obtain Loans to be deposited into the Debtor's Depository Account or to a Pre-paid Card issued in connection with the Plan;
  - b. The amounts of such Loans are charged to the Debtor's Account;
  - c. The Debtor is required to pay the Creditor the amounts of all Loans charged to such Debtor's Account under the Plan but has the privilege of paying such amounts outstanding from time to time in full or over time and can re-borrow and repay in accordance with the agreement governing the Plan;
  - d. Interest may be charged and collected by the Creditor from time to time on the Outstanding Unpaid Indebtedness under such Plan; and
  - e. Fees may be charged and collected by the Creditor from time to time for Loans, services, activity on the Account, or other privileges offered under the Plan.
15. "PRE-PAID CARD" means a debit card or other access device, upon which the proceeds of a Loan issued pursuant to the terms of a Plan are added and which is contemplated by the agreement governing the Plan.
16. "TRIBE" means the Turtle Mountain Band of Chippewa Indians

#### **CHAPTER 43.03**

##### **Extension of Credit**

#### **43.0301 Licensee.**

A Licensee may, subject to the provisions of this Title 43, offer and extend credit to a consumer and in connection therewith, may charge and collect interest and other charges permitted by this Title 43, and may take such security as collateral in connection therewith as may be acceptable to the Licensee.

#### **CHAPTER 43.04**

##### **Usury and Interest Rates**

#### **43.0401 Rate of interest set by written agreement; No maximum or usury restriction.**

There is no maximum interest rate or charge, or usury rate restriction between or among a Debtor and a Creditor if they establish the interest rate or charge by written agreement.

#### **43.0402 Loan of money; Presumption as to interest.**

Whenever a loan of money is made it is presumed to be made upon interest, unless it is otherwise expressly stipulated at the time in writing.

#### **43.0403 Annual rate of interest where not specified.**

When a rate of interest is prescribed by a law or contract, without specifying the period of time by which such rate is to be calculated, it is

to be deemed an annual rate.

**43.0404 Loan to be repaid in current money.**

A Debtor, unless there is an express contract to the contrary, must pay the amount due in such money as is current at the time when the Loan becomes due, whether such money is worth more or less than the actual money lent.

**43.0405 Maximum rate of interest where no rate specified; Commencement where date not specified.**

Under an obligation to pay interest, no rate being specified, interest is payable from the date of the incurrance of debt, unless the parties have otherwise agreed. In the computation of interest for less than a year, three hundred sixty five days are deemed to constitute a year.

**43.0406 When interest becomes part of principal.**

The parties may, in any contract in writing whereby any debt is secured to be paid, agree that, if the interest on such debt is not punctually paid, it shall become a part of the principal and thereafter bear the same rate of interest as the principal debt.

**43.0407 Interest on moneys after they become due.**

Unless there is an express contract in writing fixing a different rate, interest is payable on all moneys at the rate of interest set forth in the written loan agreement or note evidencing the Loan.

**43.0408 Interest on judgments, statutory liens and inverse condemnations. [Reserved]**

**43.0409 Legal rate of interest stipulated by contract after breach.**

Any rate of interest, stipulated by a contract, remains chargeable after a breach thereof, as before, until the contract is superseded by a verdict or other new obligation.

**43.0410 Interest on loan; Advance deduction.**

The interest which would become due at the end of the term for which a loan is made may be deducted from the loan in advance if the parties agree in writing.

**43.0411 Change in Terms.**

Unless the agreement governing a Plan says otherwise provides, a Creditor may at any time and from time to time amend such agreement in any respect, whether or not the amendment or the subject of the amendment was originally contemplated or addressed by the parties to the agreement or is integral to the relationship between the parties. Unless the agreement governing a Plan otherwise expressly provides, any amendment may, on and after the date upon which it becomes effective as to a particular Debtor, apply to all then Outstanding Unpaid Indebtedness in the Account, including any such Indebtedness that arose prior to the effective date of the amendment. A Plan may be amended pursuant to this section regardless of whether the Plan is active or inactive or whether additional Loans can be made thereunder.

**CHAPTER 43.05  
Limitations on Loans**

**43.0500 Limitations on loans [Reserved]**

**CHAPTER 43.06  
Additional Requirements for Loans**

**43.0601 Loan requirements.**

The Creditor shall disclose in any loan agreement or note the following:

1. The amount and date of the loan;
2. The amount of the down payment, if any;
3. The dates any payments are due and the amount of payments;
4. A list of any property used to secure the loan;
5. Any liens or title filings required;
6. A description of the method used to compute the charges;
7. An explanation of any fee or charge, including the cost of the loan as an annual percentage rate (APR);
8. Any fee or charge that may be applied for delinquency;
9. The conditions for an extension of payment or maturity of the loan;
10. Refinancing requirements, including any fee or charge; and
11. The address and telephone number of the Department and that any improprieties in making the loan or in loan practices may be referred to the Department
12. With respect to any loan or Account with an interest rate in excess of 36% per annum, the following or a similar notice in a prominent place on each loan agreement in at least ten-point type:  
If a closed end loan: "This loan is not intended to meet long-term financial needs. This loan should be used only to meet short-term cash needs. If you renew this loan rather than paying it in full, you will have to pay additional interest or fees."  
If an account: "This account is not intended to meet long-term financial needs. This account should be used only to meet short-term cash needs."
13. The Creditor shall provide a copy of the loan agreement or note to the Debtor.
14. A Debtor may prepay a loan at any time without penalty.

**43.0602 Satisfaction of loan; Release of assignments.**

When the payment of a Loan is satisfied in full, the Creditor shall release any liens against any property used as security, cancel any note, and release all assignments associated with the contract. The Creditor shall send any note stamped paid in full and release any liens or assignments to the debtor within sixty (60) days of receiving payment in full.

**43.0603 Prohibited and permitted fees; Attorney fees and costs.**

1. A Creditor may not charge or receive, directly or indirectly, any interest, fees, or charges except those specifically authorized by the loan agreement or note.
2. If there are insufficient funds to pay a check on the date of presentment, a Creditor may charge a fee as provided in the loan agreement or note.
3. If the Loan involves an electronic deduction and there are insufficient funds to deduct on the date on which the payment is due, or if a check used to repay a loan is returned for insufficient funds, a Creditor may charge a fee as provided in the loan agreement or note.
4. Reasonable attorney fees and court costs may be awarded in any action on a Loan or Account entered into pursuant to this part to the extent as specifically authorized in the loan agreement or note.

**43.0604 Prohibited acts.**

A Creditor making Loans may not commit, or have committed on behalf of the Creditor, any of the following prohibited acts:

1. engaging in the business of lending unless the Department has first issued a valid license or the Creditor is exempt from licensing;
2. threatening to use or using a criminal process in this or any other jurisdiction to collect on the loan made to a consumer in this jurisdiction or any civil process to collect the payment of loans not generally available to Creditors to collect on loans in default;
3. altering the date or any other information on a check received from a Debtor;

4. altering or changing the date upon which the Creditor or Debtor agreed to make any electronic deductions from the Debtor's Depository Account unless the Debtor agrees, in writing, by voice, by electronic authorization or otherwise, to the change;
5. making any false, misleading, or deceptive representation to a financial institution relating to a Debtor who has agreed to provide payment for a Loan through an electronic deduction;
6. using any device or agreement that would have the effect of charging or collecting more fees, charges, or interest than those allowed by this part;
7. engaging in deceptive or fraudulent practices in the making or collection of a Loan or an Account;
8. using or attempting to use the consumer's authorization to deduct the amount set forth in the loan agreement or note or any other information obtained from the Debtor or the Debtor's financial institution for any purpose other than to collect the proceeds of the Loan or an Account;
9. charging any interest, fees, or charges other than those specifically authorized by this Title;
10. making a misrepresentation of a material fact by an applicant in obtaining or attempting to obtain a license;

#### **CHAPTER 43.07**

#### **Licensing and Consumer Protection Procedures**

#### **43.0701 License; Application requirements; Business locations.**

1. A person may not engage in or offer to engage in the business of loans unless licensed by the Department. A license may be granted to a person located within the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers located outside of the jurisdiction of the Tribe, or to a person located outside of the jurisdiction of the Tribe who uses the internet, facsimiles, or third persons to conduct transactions with consumers in the jurisdiction of the Tribe.
2. An applicant for a license to engage in the business of making loans shall pay to the Department a license application fee of \$500.00.
3. The application for licensure must be in writing, under oath, and in the form prescribed by the Department. The application must contain:
  - a. the name of the applicant;
  - b. the date of formation if a business entity;
  - c. the physical address of each loan office to be operated by the applicant;
  - d. the name and resident address of the owner or partners or, if a corporation or association, of the directors, trustees, and principal officers; and
  - e. any other pertinent information that the Department may require.
4. A license may not be issued for longer than 1 year. The license year must coincide with the calendar year, and the license fee for any period less than six (6) months is \$300.00.

#### **43.0702 License renewal fee.**

1. A person licensed under this Part 7 shall pay, on or before December 1 of each year, a license renewal fee of \$400.00 for each license that the person holds under this part.
2. Failure to pay any yearly license renewal fee required by this section within the time prescribed will result in the automatic revocation of the license subject to renewal.

#### **43.0703 Denial of license and license renewal.**

1. The Department shall deny any new license or refuse to renew any license if:



- a. information that the Department considers necessary has not been provided; or
  - b. the applicant makes any material misstatement of fact or any material omission of fact in the application.
2. The Department shall provide written notice to the applicant of the denial or refusal, setting forth in the notice the grounds upon which the denial or refusal is based.

43.0704

**License revocation or suspension; Restitution; Penalty.**

1. The Department shall provide a 10-day written notice of a proposed violation that includes a statement of the alleged violation and provision for a hearing or an opportunity for hearing. The notice must be based on a finding that any person, licensee, or officer, agent, employee, or representative, whether licensed or unlicensed, of the person or licensee has violated any of the provisions of this Title, has failed to comply with the rules, regulations, instructions, or orders promulgated by the Department, has failed or refused to make required reports to the Department, has furnished false information to the Department, or has operated without a required license. The Department may impose a civil penalty not to exceed \$1,000.00 for each violation and not to exceed \$5,000.00 for each administrative action and may issue an order revoking or suspending the right of the person or licensee, directly or through an officer, agent, employee, or representative, to do business in the jurisdiction of the Tribe as a licensee or to engage in the business of making loans. In addition, the Department may order restitution to borrowers and reimbursement for the Department's cost in bringing the administrative action.
2. All notices, hearing schedules, and orders must be mailed to the person or licensee by certified mail to the address for which the license was issued or, in the case of an unlicensed business, to the last-known address of record.
3. A revocation, suspension, or surrender of a license does not relieve the licensee from civil or criminal liability for acts committed prior to the revocation, suspension, or surrender of the license.
4. The Department may reinstate any suspended or revoked license if there is not a fact nor a condition existing at the time of reinstatement that would have justified the department's refusal to originally issue the license. If a license has been suspended or revoked for cause, an application may not be made for the issuance of a new license or the reinstatement of a suspended or revoked license for a period of 6 months from the date of suspension or revocation.
5. All civil penalties collected pursuant to this section must be deposited in the Tribe's general fund.

43.0705

**Complaint procedure.**

Each licensee shall appoint a resident agent for service of process and provide notice of such appointment to the Department.

43.0706

**Information and annual reports.**

1. Each licensee shall keep and use books, accounts, and records that will enable the Department to determine if the licensee is complying with the provisions of this Title and maintain any other records required by the Department. The Department is authorized to examine the records at any reasonable time. The records must be kept for 2 years following the last entry on a loan and must be kept according to generally accepted accounting procedures that include an examiner being able to review the recordkeeping and reconcile each loan with documentation maintained in the consumer's loan file records.
2. Each licensee shall file, on forms prescribed by the Department, an annual report with the department on or before March 31 for the 12-month period in the preceding year ending as of December 31. The report must disclose

- in detail and under appropriate headings:
- a. the resources, assets, and liabilities of the licensee at the beginning and the end of the period;
  - b. the income, expense, gain, loss, and balance sheets;
  - c. the total number of loans made in the year ending as of December 31 of the previous year, including:
    - (1) the number of individual consumers with 12 or fewer new loans; and
    - (2) the number of individual consumers with 13 or more new loans;
  - d. the average loan amount, average annual interest percentage rate, and average loan term;
  - e. the total number of loans outstanding as of December 31 of the previous year;
  - f. the total number and dollar amount of agreements involving electronic transactions or deductions, the total number and dollar amount of electronic deductions made by the licensee, and the total number and dollar amount of electronic deductions for insufficient funds charged off during the year ending as of December 31 of the previous year.
3. A report must be verified by the oath or affirmation of the owner, manager, or president of the Creditor.
  4. (a) If a licensee conducts another business or is affiliated with other licensees under this part or if any other situation exists under which allocations of expense are necessary, the licensee shall make the allocation according to appropriate and reasonable accounting principles as approved by the Department.  
(b) Information about any other business conducted on the same premises where loans are made must be provided as required by the Department.

43.0707

**Civil remedies.**

1. The remedies provided in this section are exclusive and cumulative and apply to licensees and unlicensed persons to whom this Title applies. The tribal courts of the Tribe have exclusive jurisdiction to apply and enforce the provisions of this Title, including this part.
2. Any person found to have intentionally violated this part is liable to the consumer for actual damages. Costs and attorneys fees shall not be awarded unless specifically provided for in the loan contract.
3. A consumer may sue for injunctive and other similar equitable relief to stop a person from violating any provisions of this Title.
4. The consumer may not bring a class action suit to enforce this Title.
5. The consumer and the licensee or unlicensed person may agree to arbitration in accordance with the terms of the loan agreement or note. The Federal Arbitration Act and the U.S. Supreme Court decisions interpreting it shall apply to any dispute between a Debtor and the Creditor. The remedies provided in this section are intended to be the exclusive remedies available to a consumer for a violation of this Title.

43.0708

**Investigations by department; Subpoenas; Oaths; Examination of witnesses and evidence.**

1. The Department may investigate any matter, upon complaint or otherwise, if it appears that a person has engaged in or offered to engage in any act or practice that is in violation of any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title.
2. The Department may issue subpoenas to compel the attendance of witnesses and the production of documents, papers, books, records, and other evidence before it in any matter over which it has jurisdiction, control, or supervision pertaining to this Title. The Department may administer oaths and affirmations to a person whose testimony is required.
3. If a person refuses to obey a subpoena or to give testimony or produce evidence as required by the subpoena, a judge of any tribal court of the Tribe may, upon application and proof of the refusal, issue a subpoena or subpoena duces tecum for the witness to appear before the Department to give testimony and produce evidence as may be required.

The clerk of court shall then issue the subpoena, as directed, under the seal of the court, requiring the person to whom it is directed to appear at the time and place designated in the subpoena.

4. If a person served with a subpoena refuses to obey the subpoena or to give testimony or produce evidence as required by the subpoena, the department may proceed under the contempt provisions or as otherwise provided by the tribal law of the Tribe.

**43.0709      Production of records located outside state; Alternate procedures Designated record inspectors.**

If the Department requires the production of records that are located outside the jurisdiction of the Tribe, the party shall either make them available to the Department at a convenient location within the Reservation of the Tribe or pay the reasonable and necessary expenses for the Department to examine them at the place where they are maintained. The Department may designate representatives to inspect them on the Department's behalf.

**43.0710      Cease and desist orders.**

1. If it appears to the Department that a person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title, the Department may issue an order directing the person to cease and desist from continuing the act or practice after reasonable notice and opportunity for a hearing. The order may apply only to the alleged act or practice constituting a violation of this Title. The Department may issue a temporary order pending the hearing that:
  - a. remains in effect until 10 days after the hearings examiner issues proposed findings of fact and conclusions of law and a proposed order; or
  - b. becomes final if the person to whom notice is addressed does not request a hearing within 10 days after receipt of the notice.
2. A violation of an order issued pursuant to this section is subject to the penalty provisions of this Title and the tribal laws of the Tribe.

**43.0711      Injunctions; Receivers.**

1. Whenever the Department has reason to believe that a person is using, has used, or is about to knowingly use any method, act, or practice that violates any provision of this Title or any rule adopted or order issued by the Department pursuant to this Title, the Department, upon determining that proceeding would be in the public interest, may bring an action in the name of the Tribe against the person to restrain by temporary or permanent injunction or temporary restraining order the use of the unlawful method, act, or practice.
2. The notice for an action pursuant to subsection (1) must state generally the relief sought and be served at least 20 days before the hearing of the action in which the relief sought is a temporary or permanent injunction. The notice for a temporary restraining order is governed by the tribal laws of the Tribe.
3. An action under this section may be brought in the any tribal court of the Tribe.
4. A tribal court may issue temporary or permanent injunctions or temporary restraining orders to restrain and prevent violations of this Title, and an injunction must be issued without bond to the Department. If the Department is successful in obtaining an injunction or restraining order under this section, the Department is entitled to an award of reasonable attorney's fees and costs.
5. In addition to all other means provided by law for the enforcement of a restraining order or injunction, the court in which the action is brought may impound and appoint a receiver for the property and business of the

defendant, including books, papers, documents, or records pertaining to the property or business, or as much of the property or business as the court considers reasonably necessary to prevent violations of this part. The receiver, when appointed and qualified, has the powers and duties as to custody, collection, administration, winding up, and liquidation of the property and business that are conferred upon the receiver by the court.

43.712

**Creditors exempt from licensing requirements.**

The following entities are exempt from the licensing and reporting requirements of this part:

1. Any incorporated or unincorporated instrumentality and subdivision that is established by the Tribe under the tribal laws of the Tribe and wholly owned by the Tribe;
2. Any state bank and its subsidiary;
3. Any national bank and its subsidiary;
4. Any bank holding company and its subsidiary; and
5. Any other federally insured financial institution, its holding company and subsidiary.