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## **TITLE XII - CIVIL ACTIONS**

### **CHAPTER 70 - ENFORCEMENT OF FOREIGN JUDGMENTS**

#### **Sec. 70.1      Definitions**

As used in this chapter,

1. “Foreign Judgment” means any judgment, decree or order of a Court of the United States or of any estate or territory which is entitled to full faith and credit in this Reservation.
2. “Register” means to file a foreign judgment in the Pueblo of Santa Clara Court.
3. “Levy” means to take control of or create a lien upon property under any judicial writ or process whereby satisfaction of a judgment may be enforced against such property.
4. “Judgment debtor” means the party against whom a foreign judgment has been rendered.

Formerly Sec. 62.1, Santa Clara Law and Order Code 1985.

#### **Sec. 70.2      Registration of Judgment**

On application made within the time allowed for bringing an action on a foreign judgment in this Pueblo any person entitled to bring such action may have a foreign judgment registered in the Pueblo Tribal Court.

Formerly Sec. 62.2, Santa Clara Law and Order Code 1985.

#### **Sec. 70.3      Verified Petitions**

A verified petition for registration shall set forth a copy of the judgment to be registered, the date of its entry and the record of any subsequent entries affecting it (such as levies of execution, payments in partial satisfaction and the like) all authenticated in the manner authorized by the laws of the United States or of this Pueblo, and a prayer that the judgment be registered. The Clerk of the registering Court shall notify the Clerk of the Court which rendered the original judgment that application for registration has been made and shall request him to file this information with the judgment.

Formerly Sec. 62.3, Santa Clara Law and Order Code 1985.

#### **Sec. 70.4      Personal Judgment**

At any time after registration the petitioner shall be entitled to have summons served upon the judgment debtor as in an action brought upon the foreign judgment, in any manner authorized by the law of this Pueblo for obtaining jurisdiction of the person.

Formerly Sec. 62.4, Santa Clara Law and Order Code 1985.

#### **Sec. 70.5      Notice in Absence of Personal Jurisdiction**

If jurisdiction of the person of the judgment debtor cannot be obtained, a notice clearly designated the foreign judgment and reciting the fact of registration, the Court in which it is registered, and the time allowed for pleading, shall be sent by the Clerk of the registering Court by registered mail to the last known address of the judgment debtor. Proof of such mailing shall be made by certificate of the Clerk.

Formerly Sec. 62.5, Santa Clara Law and Order Code 1985.

#### Sec. 70.6 Levy

At any time after registration and regardless of whether jurisdiction of the person of the judgment debtor has been secured or final judgment has been obtained, a levy may be made under the registered judgment upon any property of the judgment debtor which is subject to execution or other judicial process for satisfaction of judgment.

Formerly Sec. 62.6, Santa Clara Law and Order Code 1985.

#### Sec. 70.7 New Personal Judgment

If the judgment debtor fails to plead within sixty (60) days after jurisdiction over his person has been obtained, or if the Court after hearings has refused to set the registration aside, the registered judgment shall become a final personal judgment of the Court in which it is registered.

Formerly Sec. 62.7, Santa Clara Law and Order Code 1985.

#### Sec. 70.8 Defenses

Any defense sets-off, counterclaim or cross-complaint which under the law of this Pueblo may be asserted by the Defendant in any action on the foreign judgment may be presented by appropriate pleadings and the issues raised thereby shall be tried and determined as in other civil actions. Such pleadings must be filed within sixty (60) days after personal jurisdiction is acquired over him or within sixty (60) days after the mailing of the notice prescribed in Section 70.5.

Formerly Sec. 62.8, Santa Clara Law and Order Code 1985.

#### Sec. 70.9 Pendency of Appeal

If the judgment debtor shows that an appeal from the original judgment is pending or that he is entitled and intends to appeal therefrom, the Court shall, on such terms as it thinks just, postpone the trial for such time as appears sufficient for the appeal to be concluded, and may set aside the levy upon proof that the defendant has furnished adequate security for satisfaction of the judgment.

Formerly Sec. 62.9, Santa Clara Law and Order Code 1985.

#### Sec. 70.10 Effect of Setting Aside Registration

An order setting aside a registration constitutes a final judgment in favor of the judgment debtor.

Formerly Sec. 62.10, Santa Clara Law and Order Code 1985.

#### Sec. 70.11 Appeal

An appeal may be taken by either party from any judgment sustaining or setting aside a registration on the same terms as an appeal from a judgment of the same Court.

Formerly Sec. 62.11, Santa Clara Law and Order Code 1985.

#### Sec. 70.12 New Judgment

If personal jurisdiction of the judgment debtor is not secured within sixty (60) days after the levy and he has not, within sixty (60) days after the mailing of the notice prescribed by, acted to set aside the registration, or to assert a setoff, counterclaim, or cross-complaint, the registered judgment

shall be final judgment of the Court in which it is registered, binding upon the judgment debtor's interest in property levied upon, and the Court shall enter an order to that effect.

Formerly Sec. 62.12, Santa Clara Law and Order Code 1985.

#### Sec. 70.13 Sale Under Levy

Sale under the levy may be held at any time after final judgment, but not earlier. Sale and distribution of the proceeds shall be made in accordance with the law of this Pueblo.

Formerly Sec. 62.13, Santa Clara Law and Order Code 1985.

#### Sec. 70.14 Interest and Costs

When a registered foreign judgment becomes a final judgment of this Pueblo the Court shall include as part of the judgment interest payable on the foreign judgment under the law of the State in which it was rendered; and the cost of obtaining the authenticated copy of the original judgment. The Court shall include as part of its judgment Court costs incidental to the proceeding in accordance with the law of this Pueblo.

Formerly Sec. 62.14, Santa Clara Law and Order Code 1985.

#### Sec. 70.15 Satisfaction of Judgment

Satisfaction, either partial or complete of the original judgment or of a judgment entered thereupon in another state shall operate to the same extent as satisfaction of the judgment in this Pueblo as to costs authorized by Section.

Formerly Sec. 62.15, Santa Clara Law and Order Code 1985.

#### Sec. 70.16 Optional Procedure

The right of a judgment creditor to bring an action to enforce his judgment instead of proceeding under this chapter remains unimpaired.

Formerly Sec. 62.16, Santa Clara Law and Order Code 1985.

#### Sec. 70.17 Construction

This chapter shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those states and tribes that enact it.

Formerly Sec. 62.17, Santa Clara Law and Order Code 1985.

### CHAPTER 71 - ACTIONS FOR REPOSSESSION OF CONSUMER GOODS

#### Sec. 71.1 Definitions

1. "Consumer goods" means goods that are bought and used primarily for personal, family, or household purposes, including but not limited to motor vehicles and mobile homes.
2. "Consumer credit transaction" means a lease or sale of consumer goods on which a finance charge (or other charge in consideration of the extension of credit, however denominated) has been assessed, or that is payable in more than four installments.
3. "Debtor" means the person who owes payment or other performance with respect to a

consumer credit transaction.

4. "Default" means a failure by a debtor to fulfill an obligation under the terms of a consumer credit transaction.

5. "Security interest" means an interest in property that secures an obligation to make a payment.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.2 Jurisdiction.

The Tribal Court has exclusive jurisdiction over:

1. all claims by a creditor for the return of consumer goods located on Pueblo Lands in which the creditor has a security interest arising from a consumer credit transaction and where the debtor is an Indian and is alleged to have defaulted in the terms of a consumer credit transaction. Repossession of consumer goods shall be accomplished only in accordance with this Chapter; and

2. any person who enters Pueblo Lands to repossess consumer goods.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.3 Self-help Repossession Prohibited.

Self-help repossession of consumer goods on Pueblo Lands is prohibited. Repossession of consumer goods may only be accomplished with the valid written consent of the debtor or pursuant to an Order of the Tribal Court obtained in conformity with the requirements of this Chapter.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.4 Valid Written Consent.

To be valid, written consent executed by the debtor must be obtained after the debtor has received written notice of the alleged default, and such consent must be freely and knowingly given. Where the consumer goods constitute community property, any such consent must be executed by both husband and wife. Consent obtained at any time prior to the occurrence of the default, or that is obtained by fraud, force, harassment, or intimidation, shall be void. Any person effectuating repossession of consumer goods on Pueblo Lands pursuant to this Section shall have a true copy of the debtor's valid written consent in his or her possession.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.5 Action for Order Allowing Repossession.

1. A creditor that does not have the valid, written consent of the debtor for repossession of consumer goods on Pueblo Lands must initiate an action in the Tribal Court to foreclose on the debtor's security interest in such goods, in accordance with the rules governing civil proceedings in the Tribal Court. In any such action, the creditor must attach to its complaint a verified copy of the contract, agreement, or other document evidencing the consumer credit transaction, and related security interest, upon which its claim is based. The complaint may seek possession of the consumer goods, as well as a deficiency judgment for the difference in the value of the goods as established by sale, subject to the provisions of this Chapter, or the balance

due on the contract or agreement, and/or such other relief as is warranted under the terms of the contract or agreement. Any such action shall be to the court, not to a jury.

2. If the creditor proves to the Tribal Court by a preponderance of the evidence that the debtor is in default under the terms of a valid consumer credit transaction, the court shall enter judgment awarding the creditor the right to repossess the consumer goods that secure the debtor's obligations under that transaction, as shown by the evidence, and such other relief as is warranted by the terms of the contract or agreement evidencing the consumer credit transaction. The court may, at the request of the creditor, direct the Tribal Police to assist the creditor in repossessing the consumer goods.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.6 Deficiency Judgment.

Where a judgment is entered permitting repossession of consumer goods, such goods may thereafter be sold by the creditor in a commercially reasonable manner, in accordance with applicable law of the jurisdiction where the sale occurs. The proceeds of such sale shall be applied to the creditor's costs incurred in effectuating the repossession and to the amount due under the terms of the consumer credit transaction. In the event any amount remains due to the creditor under the terms of the consumer credit transaction, the creditor may apply to the tribal court for entry of a judgment in the amount of the deficiency. If the creditor shows that the consumer goods were sold in a commercially reasonable manner, and otherwise fully in compliance with applicable law, that the purchaser was not the creditor or a person or entity having an employment or commercial relationship with the creditor, and that an amount in excess of three hundred dollars (\$300.00) remains due and owing to the creditor after proper allocation of the proceeds of sale, the Tribal Court shall enter a judgment against the debtor for the full amount of the balance due.

Enacted by Res. No. 2013-08, March 8, 2013; approved by Sec'y May 3, 2013.

#### Sec. 71.7 Remedy for Violation.

1. Any person or entity that repossesses consumer goods belonging to an Indian from any location on Pueblo Lands, or that attempts to do so, without having the valid written consent of the debtor as set forth in this Chapter, or a valid order of the Santa Clara Tribal Court permitting such repossession, shall be liable to the debtor for liquidated damages in the amount of ten percent (10%) of the original principal amount of indebtedness under the consumer credit transaction, plus the full amount of all charges payable in consideration of the extension of credit under the terms of such transaction, plus costs and reasonable attorneys' fees incurred by the debtor in enforcing its rights hereunder.

2. In the event any attempted self-help repossession of consumer goods belonging to an Indian and located on Pueblo Lands results in any injury to any person or damage to property, in addition to the remedies set forth in paragraph 1 of this section the injured person and/or the owner of the damaged property shall be entitled to recover compensatory and, if warranted by applicable law, punitive damages for the loss, as well as costs and reasonable attorneys' fees incurred in any such action.

3. Any purported waiver of the right to bring a civil action under the provisions of this Section is prohibited, as being contrary to the public policy of the Pueblo and shall be void.

## CHAPTER 72-TORTCODE

### Sec. 72.1 Findings and Purposes

The purpose of this Code is to provide for a remedy in the Tribal Court for injury caused by negligent or wrongful acts committed on Pueblo Lands.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec 'y, June 27, 2019.

### Sec. 72.2 Definitions

For the purposes of this Code, the following terms shall have the following meanings:

- A. "bodily injury" means physical injury to a natural person. "Code" means this Tort Code.
- B. "common carrier" means a person or entity that transports goods or passengers on regular routes at set rates.
- C. "comparative negligence" means a measurement of negligence in terms of percentage of fault.
- D. "damages" means monetary compensation awarded to a person who suffers an injury.
- E. "defective product" means a product that poses an unreasonable risk of injury to a person resulting from a condition of the product or from a manner of its use.
- F. "Gaming Enterprise" means the entity created by the Pueblo and designated by the Pueblo as having authority to conduct Class I, II, and/or III gaming on Pueblo Lands.
- G. "gross negligence" means an act or omission done without the exercise of even slight care under the circumstances.
- H. "injury" means bodily injury or property damage, or any interference with a person's legally protected right or interest.
- I. "innkeeper" means a person who furnishes a room or other accommodation in exchange for consideration of any kind.
- J. "negligence" means failure to exercise ordinary care.
- K. "ordinary care" means the care which a reasonably prudent person would use in the circumstances.
- L. "person" means any natural person, and, unless otherwise specified in the text or inconsistent with the context, a corporation, partnership of any kind, limited liability company, joint venture, estate, trust, or other non-governmental legal entity of any kind.

M. "occupant" means a person who lawfully occupies land or who has occupied land with the intent to control it; or a person who is entitled to immediate occupation of the land, so long as no other person is occupying the land.

N. "property damage" means physical damage to personal property.

O. "Pueblo" means the Pueblo of Santa Clara.

P. "proximate cause" means that which in a natural and continuous sequence, unbroken by independent intervening cause, produces injury, and without which such injury would not have occurred.

Q. "tort" means a civil wrong or injury resulting from a breach of a legal duty. "trespasser" means a person who enters or remains on land owned or lawfully occupied by another without the owner's or occupant's consent or other legal privilege.

R. "Tribal Court" means the Pueblo of Santa Clara Tribal Court.

S. "visitor" means a natural person who enters or remains upon the premises of another with the express or implied permission of the owner or occupant of the premises.

Enacted by Res. 2019-002, March 1, 2019; approved by the Secretary, June 27, 2019.

### Sec. 72.3 Duty of Care

A. Duty to others and self Every person has a duty to exercise ordinary care for the safety of others and others' property. Every person also has a duty to exercise ordinary care for the person's own safety and the safety of his or her property.

B. Duty to act affirmatively to protect others. A common carrier, innkeeper, and owner or occupant of land open to the public each owes a duty of ordinary care to protect visitors from conditions that create unreasonable risks of harm, arising in the course of that relationship, of which the common carrier, innkeeper, or possessor knows or by exercise of ordinary care should know.

C. Duty to trespassers. Common carriers, innkeepers, and owners and occupiers of land open to the public owe a duty to trespassers not to cause injury to them willfully, wantonly, or through gross negligence.

D. Duty to person in one's custody. One who is required by law to take or who voluntarily takes the custody of another under circumstances such as to deprive the other of his or her normal opportunities for protection owes a duty of ordinary care to protect such persons from conditions that create unreasonable risks of harm, arising in the course of that custodial relationship, of which the custodian knows or by exercise of ordinary care should know.

E. Duty with regard to actions of third persons. One has no duty to control the conduct of another person so as to prevent him or her from causing injury to a third person unless (a) one has a special relationship with another that imposes a duty to control the other person's conduct, such as a parent/child relationship or an employer/employee relationship; or (b) one has a special relationship with the third person that gives the third person a right to protection, such



as between an owner or occupant of land open to the public and a visitor.

F. Voluntary assumption of duty. A person who is under no duty to act, but does so voluntarily, becomes obligated to act with reasonable care.

G. Supplier of a product. The supplier of a product has a duty to use ordinary care to avoid a foreseeable risk of injury caused by a condition of the product, the way it is used, or the manner in which its misuse may be reasonably foreseeable. This duty is owed to persons who can reasonably be expected to use or reasonably foreseeably misuse the product, and persons who can reasonably be expected to be in the vicinity during the use or reasonably foreseeable misuse of the product.

H. Products liability. A supplier who puts a defective product on the market is strictly liable for the injury caused by it.

I. Duty imposed by Pueblo law. A duty of care may also be imposed by Pueblo law or regulation.

Enacted by Re. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019

#### Sec. 72.4 Recovery of Damages upon Breach of Duty

A. A person who breaches a duty of care owed to another, which breach is the proximate cause of injury to the other, is subject to an action in Tribal Court under this Code for damages caused by the breach.

B. It is a plaintiff's burden to establish by a preponderance of the evidence that the defendant's breach of duty was the proximate cause of plaintiff's injury.

C. A defendant's liability is limited to those physical harms that result from the risks created by the conduct for which the defendant is responsible.

D. The Pueblo hereby adopts a system of pure comparative fault. The fact finder shall find and compare the negligence of all persons who may have contributed to an injury, regardless of whether any such person is a party to the action, and the damages recoverable shall be apportioned among them according to the relative degree of the negligence attributable to each such person, except that no damages may be awarded against a person who is not party to the

E. A person who violates a Pueblo law or regulation commits negligence per se, and when another is injured as the direct and natural consequence of that negligence, the person injured may recover his or her damages if he or she is within the class of persons for whose benefit the Pueblo law or regulation was enacted or adopted.

F. A person injured by a defective product may file an action in Tribal Court against the supplier under this Code for damages caused by the defective product, to the extent allowed under federal law.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

#### Sec. 72.5 Wrongful Death Action

A. Whenever the death of a natural person is caused by the negligence or wrongful act

of another, which negligence or wrongful act would, if death had not ensued, have entitled the party injured to maintain an action in Tribal Court and recover damages in respect thereof, then, and in every such case, the person or persons who would have been liable, if death had not ensued, shall be liable in an action for damages, notwithstanding the death of the person injured.

B. An action under this Section may be brought in Tribal Court by the personal representative of the estate of the deceased. A cause of action accrues under this section on the date of death. The cause of action shall be deemed an asset of the estate, and any proceeds thereof shall pass to the lawful heirs and devisees of the estate.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

#### Sec. 72.6 Intentional Torts

A. Assault. A person who acts intentionally, causing another person to reasonably believe that he or she is about to be touched in a harmful or offensive manner, is liable to that other person for damages.

B. Battery. A person who acts intentionally, causing harmful or offensive contact with another person, is liable to that person for damages. Intentional Infliction of Emotional Distress. A person who acts in an extreme and outrageous manner, with the intent to cause emotional distress to another person or with reckless disregard of the probability of causing emotional distress, is liable to that person for damages, provided that the other person suffered severe or extreme emotional distress caused by the extreme and outrageous acts.

C. Conversion. A person who wrongfully exerts substantial dominion or control over another's personal property is liable to that person for damages.

D. Prima Facie Tort. A person who intentionally acts or fails to act, intending that the action or failure to act would cause harm to another person, or knowing that the act or failure to act would cause harm to another person, and where that act or failure to act does cause harm that other person, is liable to that person for damages.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

#### Sec. 72.7 Defenses to Intentional Torts

A. Consent. A plaintiff's valid consent to the defendant's act or omission is a defense to an intentional tort, but only to the extent of the scope of the consent. Consent is not valid if the plaintiff lacked the capacity to consent due to age, mental incapacity, or impairment, or if consent is given as a result of duress or fraud.

B. Self-Defense, Defense of Others, or Defense of Property. Self-defense, defense of others, or defense of property is a defense to a claim for damages based on an intentional tort, provided that the threatening conduct to which the defendant is responding is in progress or imminent, the defendant has a reasonable belief of the threat to which he or she is responding, and defendant uses only the amount of force necessary to protect himself or herself against the threat.

C. Necessity. Necessity is a defense to the tort of conversion. A person may interfere with another's personal property where there is reasonable necessity to avoid threatened harm, provided that the defendant shall be liable for actual harm done to another's personal

property.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

#### Sec. 72.8 Limitations

A. Any action under this Code must be brought within three years after the cause of action accrues. Except as specifically provided otherwise, a cause of action under this Code is deemed to accrue on the date when the injury is sustained.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019. Sec. 72.9

#### Sec. 72.9 Procedures

A. The Santa Clara Pueblo Tribal Court Rules of Civil Procedure, Title VII, Chapter 40, shall apply to claims brought under this Code, except as specifically provided herein. The parties may agree to modify the procedures with the approval of the Tribal Court.

B. A claim under this Code is made by filing a complaint with the Tribal Court in accordance with the Rules of Civil Procedure, Title VII, Sections 40.1 and 40.2, provided that a plaintiff filing a claim against the Gaming Enterprise need not show that all other remedies offered by the Santa Clara Pueblo Tribal Code have been exhausted.

C. The clerk shall prepare a summons that shall direct the defendant to file an answer within thirty (30) days after being served with the complaint.

D. The parties shall meet and confer within fifteen (15) days after the answer is filed and shall prepare a proposed discovery plan, which shall be submitted to the Tribal Court at least seven (7) days before the scheduling conference.

E. Within thirty (30) days after the answer is filed, the Tribal Court shall set a scheduling conference. After the scheduling conference, the Tribal Court shall issue an order that limits the time to join other parties, amend the pleadings, file motions, and complete discovery, that sets trial date not later than six (6) months after the date of the scheduling order, and that sets forth any other matter appropriate in the circumstances of the case.

F. The Tribal Court may order to the parties to prepare a joint pretrial memorandum that sets forth the nature of the case, stipulations of the parties, exhibits that will be presented at trial, witnesses who will be called at trial, and issues of law to be decided.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

#### Sec. 72.10 Discovery

A. Unless otherwise limited by the Tribal Court, parties may obtain discovery of any information, not privileged, that is relevant to the subject matter involved in the case and that is reasonably calculated to lead to the discovery of admissible evidence.

B. The parties shall be entitled to obtain discovery by any of the following methods: depositions, interrogatories, requests for production or to enter land; physical and mental examinations; and requests for admission. The number of depositions, interrogatories, etc., shall be reasonable in relation to the complexity of the case, as determined by the Tribal Court in its

discretion.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

Sec. 72.11     Bench Trials: Burden of Proof

A. All cases filed under this Code shall be tried in the Tribal Court, without a jury. The plaintiff shall have the burden to prove his or her case by a preponderance of the evidence.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019

Sec. 72.12     Request by Visitor to the Gaming Enterprise

A. Upon request of a visitor or the visitor's designated representative to the Gaming Enterprise, the Gaming Enterprise shall provide a copy of this Code, the Gaming Enterprise's name, address, and telephone number, and the Tribal Court's mailing address and telephone number.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

Sec. 72.13     Interpretation of this Code

The Tribal Court may look to case law from tribes or states that have adopted a comparative fault system when interpreting the provisions of this Code, but the Tribal Court is not bound by such case law and nothing in this Code shall be construed as suggesting or implying that such case law applies to actions brought under this Code in the Tribal Court.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.

Sec. 72.14     Sovereign Immunity

A. Nothing herein is intended to waive, nor shall anything in this Tort Code be deemed to waive, the sovereign immunity of the Pueblo, or the sovereign immunity protection accorded its agencies, its officials, or its employees, or of any of the Pueblo's business entities, including the Gaming Enterprise, its officers, or employees. A claim under this Code against any of the foregoing may be brought in the Tribal Court only if there is a valid waiver of sovereign immunity or sovereign immunity protection for that claim, and then only in strict accordance with any such waiver.

Enacted by Res. 2019-002, March 1, 2019; approved by the Sec'y, June 27, 2019.