In the Southwest Intertribal Court of Appeals for the Ak-Chin Indian Community Court

LETA YARBERRY,

Defendant-Appellant,

v.

AK-CHIN INDIAN COMMUNITY,

Plaintiff-Appellee.

SWITCA No. 11-009-ACICC
Tribal Case No. CV-11-025

Appeal filed September 9, 2011

Appeal from the Ak-Chin Indian Community Court,
Anthony Little, Judge

Appellate Judge: Jonathan Tsosie

OPINION AND ORDER

SUMMARY

Appellant, who was pro se, appealed a verdict of unlawful detainer. The Appellate Court decided sua sponte to go beyond the record and consider two letters Appellant filed with her appeal. The letters revealed that Appellant had requested a grievance hearing pursuant to the tribe's home grievance policy and that the housing authority denied her request. The Appellate Court found that the housing authority violated Appellant's right to due process by failing to inform her of her right to appeal to the Community Court in accordance with the home grievance policy. Vacated and remanded.

* * *

THIS MATTER is an appeal from a verdict of unlawful detainer rendered against Defendant-Appellant ("Appellant") after a bench trial in the Ak-Chin Indian Community Court. On appeal, Appellant, who was *pro se* at trial and is *pro se* here, makes several claims, many of which allege that the Ak-Chin Indian Community Housing Department violated her due process rights.

The Southwest Intertribal Court of Appeals has jurisdiction over this matter pursuant to Ak-Chin Indian Community Council Resolution No. A-74-99 (November 3, 1999). For the reasons below, this Court VACATES the judgment of the lower court and REMANDS this matter for a grievance hearing consistent with the ordinances of the Ak-Chin Indian Community Home Grievance Policy.

INTRODUCTION

Ostensibly, this is an appeal from a judgment of unlawful detainer, a civil action that is brought to evict an adverse party from real property. The Ak-Chin Indian Community Housing Department [1] leases Community homes to members of the Community. The Housing Department is a subordinate entity of the Ak-Chin Indian Community Council, the governing body of the Ak-Chin Indian Community. [2] The ACIC filed this action against Appellant after Appellant did not vacate a Community home despite having received notice that the ACIC Housing Board had decided to terminate her lease.

Though the desired result is the same – that the tenant vacate the property – the procedural requirements for terminating a residential lease are generally different than the requirements for actual eviction. Within the Ak-Chin Indian Community, a tenant of a Community home who wishes to challenge the Housing Board's termination of her lease does so pursuant to the Ak-Chin Indian Community Home Grievance Policy. [3] As the name indicates, the Home Grievance Policy contains administrative procedures and remedies. On the other hand, an action for unlawful detainer brought by the Housing Board to evict an unlawful occupant is a civil action governed by the Eviction Procedures Ordinance of the Ak-Chin Indian Community.

On appeal, Appellant's due process claims primarily attack the administrative procedure by which the Housing Department terminated her lease. Appellant alleges that she had a right to a grievance hearing to challenge the Housing Board's termination of her lease, and when the Housing Board denied her request for the hearing, the Housing Board violated her rights to due process.

Appellant also included two letters in her notice of appeal (which also serves as her brief) that were not introduced at the trial for unlawful detainer. These letters are not included in the certified record.

Thus when Appellant asks this Court to consider correspondence that was not considered at trial and that is not a part of the certified record, Appellant is essentially asking this Court to look beyond the record and evaluate new evidence for the first time. In response, the ACIC argues that this Court must limit the scope of its review to the proceedings for unlawful detainer only. The ACIC points to the fact that Appellant failed to mention any due process claims during the bench trial, and therefore any

[1] Hereinafter "Housing Department."
[2] Sometimes "ACIC."
[3] Sometimes "Home Grievance Policy" or "Policy." Specific subsections are cited as "ACIC HGP."

appellate consideration of Appellant's due process claims would amount to an impermissible hearing de novo. Further, the ACIC contends that Appellant's arguments on appeal should not be considered because they fail to claim any error of procedure or law that impacted the outcome of the unlawful detainer trial. According to the ACIC, this is solely a matter pertaining to the requirements for a finding of unlawful detainer as provided in the Eviction Procedures Ordinance.

While it is true that appellate courts, as a general rule, limit the scope of their review to the issues raised in the proceedings below, there are certain exceptions. The U.S. Supreme Court has noted that

> [t]here may always be exceptional cases or particular circumstances which will prompt a reviewing or appellate court, where injustice might otherwise result, to consider questions of law which were neither pressed nor passed upon by the court or administrative agency below. Rules of practice and procedure are devised to promote the ends of justice, not to defeat them . . . . Orderly rules of procedure do not require sacrifice of the rules of fundamental justice.

Hormel v. Helvering, 312 U.S. 552, 557 (1941) (internal citations omitted).

The U.S. Supreme Court has also stated that

> [t]he matter of what questions may be taken up and resolved for the first time on appeal is one left primarily to the discretion of the courts of appeals, to be exercised on the facts of individual cases. … Certainly there are circumstances in which a[n] appellate court is justified in resolving an issue not passed on below, as where the proper resolution is beyond any doubt or where 'injustice might otherwise result.'

Singleton v. Wulff, 428 U.S. 106, 121 (1976) (internal citations omitted).

In light of the above, the exceptional circumstances of this matter have convinced this Court to take the unusual step of extending, *sua sponte*, its scope of review beyond the certified record to prevent injustice that would otherwise result. The decision to consider evidence beyond the record is consistent with Rule 31(a) of this Court's Rules of Appellate Procedure, which allows this Court "to take any other action as the merits of the case and the interest of justice may require." SWITCARA #31(a).

This Court therefore finds it proper to consider the two letters that Appellant submitted with her notice of appeal/brief because failure to do so would result in injustice to Appellant. In the first letter dated January 25, 2011, Appellant requests a grievance hearing where she would challenge the Housing Board's decision to terminate her lease. In the second letter dated February 2, 2011, the Housing Department informs Appellant that her request for a grievance hearing has been denied. The two letters are therefore included in the following description of this matter's factual and procedural history.

PROCEDURAL AND FACTUAL HISTORY

Appellant entered a lease agreement as the named tenant of an ACIC home approximately nineteen years ago. On December 16, 2010, the Housing Department sent a certified letter to Appellant notifying her that the Housing Department had chosen to terminate Appellant's lease due to material breaches of the lease terms. The letter-notice stated that the lease would terminate thirty days from Appellant's receipt of the letter. Appellant did not sign for the letter, however, and it was returned to the Housing Department as undelivered. On January 12, 2011, the Housing Department sent a representative to the residence to hand-deliver the certified letter. Appellant's daughter, who lived in the home and was seventeen years of age, signed for and received the letter.

In the letter-notice, the Housing Department informed Appellant, "If you believe that the Housing Board or the Housing Department's actions, or failure to act, are a violation of your lease or any applicable laws or policies, you may file a grievance."

Appellant requested a grievance hearing by letter dated January 25, 2011, in which she attempted to explain that the material breaches of which she was accused had either been remedied or were in the process of being remedied. Appellant also objected to the delivery method of the letter-notice, arguing that the terms of the lease did not allow a minor to sign for such a notice, and therefore the notice was invalid.

By letter dated February 2, 2011, the Housing Department denied Appellant's request for a grievance hearing because Appellant did "not cite any violation of the Housing Department's policies or procedures," and, similarly, because Appellant did "not claim[] any violation of policy or procedure in reaching the decision to terminate [the] lease[.]" The Housing Department also justified its method of delivery of the notice by citing Rule 4(D)(1) of the Ak-Chin Rules of Civil Procedure. Additionally, the Housing Department made it clear that the decision to terminate the lease had already been made and would not be disturbed: "Nevertheless, even had you not received the notice, the lack of notice would not have invalidated the Board's decision to terminate your lease."

Five months later, after Appellant did not move out of the home, the ACIC filed the underlying complaint for unlawful detainer in July, 2011, pursuant to the Eviction Procedures Ordinance of the Ak-Chin Indian Community. At the August 22, 2011 bench trial, Appellant was found guilty of unlawful detainer after the ACIC demonstrated that Appellant had fulfilled the elements for a finding of unlawful detainer by continuing to occupy the home beyond the thirty days' notice of termination of the lease, and by continuing to be in material breach of the lease terms.

ANALYSIS

I.

The Indian Civil Rights Act of 1968 guarantees the due process rights of tribal members: "No Indian tribe in exercising powers of self-government shall deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law." 25 U.S.C. § 1302(9). This clause, of course, was modeled on the Due Process Clauses of the United States Constitution.

> Many controversies have raged about the cryptic and abstract words of the Due Process Clause but there can be no doubt that at a minimum they require that deprivation of life, liberty, or property by adjudication be preceded by notice and opportunity for hearing appropriate to the nature of the case.

Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 313 (1950). Due process "is flexible and calls for such procedural protections as the particular situation demands." *Mathews v. Eldridge*, 424 U.S. 319, 334 (1976) (internal citations omitted).

Procedural due process requires a tribal government to follow certain procedures when depriving a person of liberty or property. Such procedures are often provided by a tribe's code. Procedural due process issues generally arise when a person challenges the fairness of the process being followed when the tribal government deprives the person of liberty or property. The most essential elements of procedural due process require a government to provide notice of charges or of the issues, the opportunity for a meaningful hearing, and an impartial decision maker.

The Ak-Chin Indian Community Home Grievance Policy provides the administrative procedures by which a tenant would request and obtain a grievance hearing to dispute a decision of the Housing Board/Department.[4] The Home Grievance Policy also outlines the procedural duties of the Housing Department/Board during this process. It is clear that the core values of due process form the basis of the entire Policy.

The Home Grievance Policy declares that complainants "shall be entitled to a hearing before the Ak-Chin Housing Board of Commissioners upon filing a written request as provided herein." § 2, ACIC HGP.

The Home Grievance Policy contains a somewhat convoluted definition of "grievance" or "complaint"[5] that contains the use of the disjunctive "or" four times. Thus a fair and acceptable reading of the first clause of the definition broadly defines a "complaint" or "grievance" as "any dispute with respect to Department's action or failure to act in accordance with Lease or Occupancy Agreements[.]" § 3(d), ACIC HGP. To submit the written request for a grievance hearing, the Home Grievance Policy only requires that "[t]he written request shall specify the reasons for the grievance and the action or relief sought." § 5(a), ACIC HGP.

Before an actual grievance hearing is held, however, the Home Grievance Policy provides for a process whereby a complainant and the Housing Department might informally discuss the grievance and reach a settlement without resorting to a grievance hearing. Within three working days of this informal attempt to settle the complaint, the Housing Department is supposed to send a letter to the complainant containing a summary of the discussion specifying "the names of the participants in the discussion, the date of the discussion, the proposed disposition of the complaint, and the reasons therefore." § 4(b), ACIC HGP.

If the complainant still wishes to assert her right to a grievance hearing because she is "not satisfied with the Department's proposed disposition or[6] the complaint, the Complainant may submit a written request for a hearing to

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[4] The distinction between the Housing Board and the Housing Department is not clear. The letterhead of all official correspondence states "Ak Chin Indian Community Housing Department," yet the same letters refer to decisions of the Housing Board. For the purposes of this opinion, the terms are interchangeable.

[5] A "grievance" or "complaint" is defined as "any dispute with respect to Department's action or failure to act in accordance with Lease or Occupancy Agreements or Department's regulation policies, or procedures which affect the rights, duties, welfare or status of the Complainant." §3(d), ACIC HGP.

[6] It is unclear whether this word is supposed to be "or" or "of."

the Department within ten (10) days after receipt of the summary of the informal discussion and decision of the Department and the reasons therefore." § 5(a), ACIC HGP.

Section 6 of the Home Grievance Policy describes the procedures for the grievance hearing itself. Section 6(a) provides, "The Complainant shall be afforded a fair hearing and provided the basic safeguards of due process," such as, but not limited to, "the right to present evidence and arguments in support of his or her complaint, to controvert evidence relied upon by the Department, and to confront and cross-examine all witnesses on whose testimony the Department relies." § 6(a)(4), ACIC HGP. Section 6 also provides that "[t]he Board may render a decision without proceeding with the hearing if they determine that the issue had been previously decided in another hearing." § 6(b), ACIC HGP.

Section 7 pertains to the resulting decision of the Housing Board and explicitly provides that in the case of a decision that is adverse to the complainant, in whole or in part, "[t]he Board will notify the Complainant of their due process appeal rights in writing, along with the Board's decision." § 7(d), ACIC HGP. These due process appeal rights include "any rights the Complainant may have to a trial de novo or judicial review in a judicial proceeding which thereafter may be brought in the matter in the Community Court." *Id*. Additionally, any Housing Board decision may be appealed by either the Department or by the complainant to the Ak-Chin Community Court. § 7(c), ACIC HGP.

II.

Despite the provisions of Sections 2 and 6 of the Home Grievance Policy, Appellant was not afforded a meaningful opportunity to present her objections to the termination of her lease. As discussed below, the Housing Department's reasons for denying that opportunity are not persuasive. Moreover, in denying Appellant the opportunity to be heard, the Housing Department demonstrated either a lack of knowledge or a willful disregard for its own laws and ordinances.[7]

When the Housing Department denied Appellant's request for a grievance hearing in its letter of February 2, 2011, it did so because Appellant did "not cite any violation of the Housing Department's policies or procedures," and because she did "not claim[] any violation of policy or procedure in reaching the decision to terminate [the] lease[.]" The Home Grievance Policy, however, imposes no such requirements. The Policy's language as to what constitutes a "complaint" or "grievance" is broad, as it may be "*any* dispute with respect to Department's action or failure to act in accordance with Lease or Occupancy Agreements" (emphasis added). Moreover, any such request only requires a complainant to "specify the reasons for the grievance and the action or relief sought."

Here, the "Department's action … in accordance with Lease or Occupancy Agreements" was the termination of Appellant's lease for material breaches of the lease. In Appellant's timely letter of January 25, 2011, Appellant disputed the Housing Department's action by claiming that the material breaches of which she was accused were either remedied or in the process of being remedied. Appellant also stated that she believed that the method of delivery of the termination notice was in violation of her lease. These claims clearly satisfy the Home Grievance Policy's broad definition of a "complaint" or "grievance." Appellant's letter also satisfied the Policy's requirement of "specify[ing] the reasons for the grievance and the action or relief sought."

The Housing Department was also mistaken in its February 2, 2011, letter, when it cited Rule 4(D)(1) of the Ak-Chin Rules of Civil Procedure to justify the method of delivery of the letter terminating the lease. Rule 4(D)(1)[8] explicitly pertains to the service of process in a civil action, which is the service of a complaint together with summons, yet no civil action had been filed at that time. The letter terminating the lease was merely a letter. It did not need to be delivered according to a rule of civil procedure. While the Housing Department also correctly noted in the February 2, 2011, letter that the terms of the

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[7] It appears that there was no attempt to informally discuss and settle Appellant's complaint pursuant to Section 4 of the Home Grievance Policy, nor is there any indication that the Housing Department sent a letter to Appellant summarizing any proposed disposition of Appellant's complaint. Admittedly, Section 4 may not be one of the more important provisions of the Policy because it only represents a primary and informal attempt to resolve a complaint as early as possible. In light of other failures of the Housing Department to follow the Policy, however, the lack of adherence to Section 4 reflects a pattern of disregard for the Policy.

[8] "The summons and complaint shall be served together. The plaintiff shall furnish the person making service with such copies as are necessary. Service shall be made as follows: (1) Upon an individual other than those specified in paragraphs (2), (3), (4), and (5) of this subdivision of this Rule, by delivering a copy of the summons and of the complaint to him personally or by leaving copies of them at his dwelling house or usual place of abode with some person of suitable age and discretion who lives there or by delivering a copy of the summons and of the complaint to an agent authorized by appointment or by law to receive service of process." Ak-Chin R. Civ. P. 4(D)(1).

lease itself permitted the letter to be sent by certified mail, this Court is troubled by the fact that a governmental entity would mistakenly invoke an extremely important rule of civil procedure when no civil action had commenced.

But what is most distressing to this Court is the Housing Department's failure to inform Appellant in the February 2, 2011, letter of her rights to appeal its decision in the Ak-Chin Indian Community Court. The Housing Department made it clear in that letter that the Housing Board was not willing to disturb the decision it had already made to terminate the lease. Even though Section 6(b) of the Home Grievance Policy allows the Housing Board to "render a decision without proceeding with the hearing if they determine that the issue had been previously decided in another proceeding," the Policy also requires that "[t]he Board will notify the Complainant of their due process appeal rights in writing, along with the Board's decision." § 7(d) ACIC HGP. Such due process rights include "a right to a trial de novo or judicial review" in the Ak-Chin Community Court. *Id.*, *see also* § 7(c) ACIC HGP. In stating that the Housing Board's decision to terminate the lease had already been made and would not be disturbed, the Housing Board had the duty to inform Appellant of her due process rights to appeal to the Community Court. The Housing Board clearly failed to do so.

In light of the above, it is clear that the Housing Department did not follow the controlling procedures of its Home Grievance Policy when the Housing Department terminated Appellant's lease. The Housing Department also made misstatements of law during that process, some of which imposed unjustifiable and unreasonable requirements upon Appellant. Vested with the ability to terminate the residential leases of its tenants, the Housing Department clearly wields a great deal of power. The Home Grievance Policy therefore contains procedural safeguards to protect the rights of tenants during a dispute. A governmental entity that does not understand or follow its own laws acts arbitrarily. The tenants of Ak-Chin Indian Community homes may therefore be at risk of losing their homes without due process. This constitutes a clear threat to the public interest that cannot be ignored.

It is also clear from the above that if this Court had limited its review to the certified record and excluded the letters of January 25, 2011 and February 2, 2011, Appellant would have never had any opportunity to present an argument opposing the decision to terminate her lease. She was not allowed to protest the termination of her lease to the Housing Board despite Community ordinances providing for a grievance hearing. Nor was Appellant allowed to appeal the termination of her lease in Community Court because the Housing Department failed its duty to inform her of her appeal rights to that court. To allow a *pro se* Appellant to lose her home without ever having had a meaningful opportunity to present an argument in her favor would be a grave violation of due process, an impermissible injustice.

CONCLUSION

Appellant shall be afforded a meaningful opportunity to present arguments in her favor with respect to the Ak-Chin Indian Community Housing Board's decision to terminate her residential lease.

For these reasons the decision of the lower court in this matter is VACATED, and this matter is REMANDED for proceedings consistent with this opinion and with the Ak-Chin Indian Community Home Grievance Policy.

It is so ORDERED.

January 2, 2013

ANDREW GONZALES,

Respondent-Appellant,

v.

MICHAEL OSBORN,

Petitioner-Appellee.

SWITCA No. 12-006-NTC
NPTC No. CV-2012-008

Appeal filed April 27, 2012

Appeal from the Nambe Pueblo Tribal Court
Marti Rodriguez, Chief Judge

Appellate Judge: Melanie P. Fritzsche

OPINION AND ORDER DISMISSING APPEAL

SUMMARY

Appellant, who was pro se, appealed the lower court's decision in a contractual dispute. Given that the Appellant was pro se, the Appellate Court liberally reviewed the application of the Southwest Intertribal Court of Appeals (SWITCA) Rules of Appellate Procedure and found that Appellant's Notice of Appeal failed to meet the minimum substantive requirements of SWITCA Rule 11(e). The Court noted that the lower court may want to consider creating a form that lists and explains each requirement found in SWITCA Appellate Rule 11(e) to

assist and inform potential parties of the court rules regarding appeals. Denied and dismissed.

* * *

This matter is an appeal of a contract dispute over a paint job on a vehicle. The lower court found that the Appellee was to receive a partial refund of the work performed and that Appellant was to keep the remaining amount to compensate for the supplies used in performing the work. The Appellant represented himself in the lower court. On April 27, 2012, Appellant filed a Notice of Appeal with the lower court notifying the court that he was appealing the lower court's decision.

This Court denies the Appeal and Orders its dismissal for the following reasons:

The SWITCA (Southwest Intertribal Court of Appeals) Rules of Appellate Procedure 11(e) states:

> The notice of appeal shall, at a minimum, include:
> (1) the names, titles, addresses, and telephone numbers of the parties taking the appeal and their counsel unless the lower court determines that including the address or telephone number of any person would place that person in physical jeopardy;
> (2) the name of the court rendering the adverse ruling and the date the ruling was rendered;
> (3) *a concise statement of the adverse ruling or alleged errors made by the lower court;*
> (4) *the nature of the relief being sought*; and,
> (5) *a concise statement of the reasons for reversal and modification.* (emphasis added).

The Notice of Appeal filed by the Appellant is not sufficient because the notice does not meet the requirements found in (3), (4), and (5) of SWITCA Rule 11(e). The Court will liberally review the application of SWITCA Rule 11(e) because the Appellant was *pro se* (not represented by an attorney). *See Romero v. Pueblo of Nambe* (Not yet published, SWITCA No. 07-004-NTC, CR-07-011, Nambe Pueblo, 2007). The Appellant in his notice does not state what the lower court did that was wrong and does not explain why the lower court was wrong. Since Appellant is *pro se*, this Court reviewed the decision below to determine if the lower court erred or reached a decision below not supported by the facts to determine if SWITCA Rule 11(e)(3) could be satisfied. *Id., see Southern Ute Indian Tribe v. In the Interest of Baby Boy Weaver*, 16 SWITCA 10 (2005). This Court finds no such error.

The Appellant also has failed to provide the nature of the relief being sought in accordance with SWITCA Rule 11(e)(4). It is the Appellant's responsibility to specify in the Notice of Appeal what the Appellant wants this Court to do by stating the relief he seeks. *See Peters v. Ak-Chin Indian Community*, 16 SWITCA 11 (2005). The Court will not speculate as to the relief being sought. *See Peters v. Ak-Chin Indian Community.* Upon review of the record, this Court did not find relief requested by the Appellant. *See Romero v. Pueblo of Nambe*. The Appellant did not state his reasons for wanting the Court to reverse or modify the lower court's decision as required by SWITCA Rule 11(e)(5). The Court did not find Appellant's reasons for reversing and modifying the lower court's decision in review of the record. It is not the Court's responsibility to guess as to how the Appellant would like the lower court's decision reversed or modified. *Id.*

In light of this case, the Nambe Pueblo Tribal Court may consider providing a form that states each requirement found in SWITCA Appellate Rule 11(e). Such a form, explaining to potential appellants what must be included in the Notice of Appeal, would assist procedurally, inform potential parties of the court rules regarding appeals, and would not be considered as the Tribal Court giving legal advice, but merely informing parties of the minimum requirements of SWITCARA 11(e). This form would not absolve the Appellant from knowing the SWITCA Rules and following them. *See Peters v. Ak-Chin Indian Community*.

This Court finds that the Notice of Appeal fails to meet the substantive requirements of SWITCA Appellate Rule 11(e).

THEREFORE, THE COURT ORDERS THAT THIS MATTER BE DISMISSED.

August 28, 2013

In the Southwest Intertribal Court of Appeals for the Nambe Pueblo Tribal Court

FRANCES ORTIZ,

Respondent-Appellant,

v.

MATILDA VALDEZ,

Petitioner-Appellee.

SWITCA No. 12-007-NTC
NPTC No. CV-2012-012

Appeal filed June 18, 2012

Appeal from the Nambe Pueblo Tribal Court
Marti Rodriguez, Chief Judge

Appellate Judge: Melanie P. Fritzsche

OPINION AND ORDER DISMISSING APPEAL

SUMMARY

Appellant appealed a default judgment granted by the lower court for failure to respond by filing an answer in a matter arising out of a Petition for damage to property. The Appellate Court found that Appellant's Notice of Appeal failed to meet the minimum substantive requirements of Rule 11(e) of the Southwest Intertribal Court of Appeals (SWITCA) Rules of Appellate Procedure. The Court noted that the lower court may want to consider creating a form that lists and explains each requirement found in SWITCA Appellate Rule 11(e) to assist and inform potential parties of the court rules regarding appeals. Denied and dismissed.

* * *

This matter comes before the Southwest Intertribal Court of Appeals (SWITCA) from the Nambe Pueblo Tribal Court and arises out of petition for damage to property. The lower court granted a default judgment for failure to respond by filing an answer. On June 18, 2012, Appellant filed a Notice of Appeal with the lower court notifying the court that she was appealing the default judgment.

This Court denies the Appeal and Orders its dismissal for the following reasons:

The SWITCA Rules of Appellate Procedure 11(e) states:

> The notice of appeal, shall, at a minimum, include:
>
> (1) the names, titles, addresses, and telephone numbers of the parties taking the appeal and their counsel unless the lower court determines that including the address or telephone number of any person would place that person in physical jeopardy;
> (2) the name of the court rendering the adverse ruling and the date the ruling was rendered;
> (3) a concise statement of the adverse ruling or alleged errors made by the lower court;
> (4) *the nature of the relief being sought*; and,
> (5) *a concise statement of the reasons for reversal and modification*. (emphasis added).

The Notice of Appeal filed by the Appellant is insufficient. The Appellant's notice does not meet the requirements found in (4) and (5) of SWITCA Rule 11(3). This Court will not speculate as to the relief being sought or the reasons for reversal or modification of the lower court's decision. *See Peters v. Ak-Chin Indian Community*, 16 SWITCA 11 (2005). The Appellant has the responsibility to state to the Court in the Notice of Appeal what action she would like to have the Court take as a means of relief. *Id.* The Appellant has not provided the Court with this information in the Notice of Appeal. The Appellant also has not provided any reasons for reversing or modifying the lower court's default judgment. The Appellate Court cannot overturn the trial court's decision simply because the Appellant disagrees with the ruling. The Appellate Court must be provided a concise statement of the reasons for reversal or modification, or alleged errors made by the lower court. Furthermore, the record does not have any information helpful to this Court because Appellant did not file any pleading, briefing or other documents in the lower court. Therefore, this Court finds that the Notice of Appeal fails to meet the substantive requirements of SWITCA Rule 11(e) (4) and (5) and must be dismissed.

In light of this case, the Nambe Pueblo Tribal Court may consider providing a form that states each requirement found in SWITCA Appellate Rule 11(e). Such a form, explaining to potential appellants what must be included in the Notice of Appeal, would assist procedurally, inform potential parties of the court rules regarding appeals, and would not be considered as the Tribal Court giving legal advice, but merely informing parties of the minimum requirements of SWITCARA 11(e). This form would not absolve the Appellant from knowing the SWITCA Rules and following them. *See Peters v. Ak-Chin Indian Community.*

ACCORDINGLY, IT IS THE ORDER OF THIS COURT THAT THIS MATTER BE DISMISSED.

August 28, 2013