



SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
COURT OF APPEALS

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SALT RIVER TRIBAL COURT
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MB

**IN THE MATTER OF THE ESTATE OF
LYNFORD EDUARDO LOPEZ, SR.,**

Decedent,

And Concerning:

Raven Lopez and Michelle Thomas,

Appellants.

Case No.: AP-25-0007

(P-20-0035)

**ORDER DENYING
APPELLANTS' MOTION FOR
RECONSIDERATION**

Before, AUSTIN, DWORKIN, and GUSS, Justices of the SRPMIC Court of Appeals.

An appeal from the SRPMIC Community Court concerning Case No.: P-20-0035, the Honorable Judge Brian P. Utsey presiding.

Appellants proceeding pro se.

Reed Anderson, SRP-MIC Legal Services Office, for the Appellee.

This Matter comes before us on Appellants' *Motion for Reconsideration*, asking this Court to reverse its *Order and Opinion*, issued on November 26, 2025. Though not specifically stated in their *Motion*, we construe Appellants' *Motion* as being based on Rule 21 of our Rules of Civil Appellate Procedure. Rule 21(a) allows for a party to petition the Court for a panel rehearing after the Court issues a decision. In order for us to grant a petition for a panel rehearing, the moving party must show that one of the following grounds exist: (1) The Court overlooked a fact or law material to the decision; (2) the Court's decision is in conflict with an express statute or case precedent; or (3) the Court employed inappropriate procedures or considered facts outside of the record.

Appellants' primary argument for a panel rehearing is that we overlooked specific federal probate laws that would be material to our decision. Indeed, our *Order and Opinion* did not address federal probate laws because the primary issues in the case hinged on whether Decedent's homesite lease ("Lease") was subject to the Community courts' jurisdiction and whether Decedent's house ("Home") was inseparable from the Lease. Federal laws played no

role in resolving those issues. Nonetheless, in order to promote fairness and substantial justice, as well as bring finality to this case, we will address the arguments set forth in Appellants' *Motion*.¹ For the foregoing reasons, we DENY the Appellants' *Motion for Reconsideration*.

Appellants argue that federal law "would make Raven the homeowner." They point out various federal regulations related to the American Indian Probate Reform Act (AIPRA), codified and implemented by 25 U.S.C. Part 15 and 43 C.F.R. Part 30. They ask us to reverse our "order and find that Judge Ustey [sic] did not have the jurisdiction to pass the homesite lease and the home outside of probate to Esteban Lopez." This Court and the lower court stated numerous times that the courts played no role in transferring, devising, or passing the Lease or Home to Esteban Lopez. The lower court ruled, and we affirmed, that the Lease and the Home are outside of our jurisdiction, meaning that no court within this Community has the authority to give, devise, or pass the Lease or Home to anyone. When the Decedent passed away, his Lease and Home automatically and immediately transferred, pursuant to the language in the Lease and by operation of law, to the person that the Decedent listed as his designated beneficiary. The courts played no role in that process.

Nonetheless, despite our clear holding, Appellants are asserting that federal law, namely AIPRA, governs who receives the Lease and the Home. In 2004, the U.S. Congress enacted AIPRA because state probate laws were being utilized to determine inheritance of trust and restricted lands of deceased tribal members.² This caused numerous issues among tribes, tribal members, and the federal government.³ AIPRA therefore created a federal probate process for trust lands, restricted lands, and trust personalty⁴ that would govern disposition and distribution of those properties in the absence of a tribal probate code. AIPRA makes clear that a tribe may adopt its own probate code to govern trust and restricted lands, and in fact, the Salt River Pima-

¹ Fairness and substantial justice are guiding principles under our appellate rules and common law. Rule 1 (Rules of appellate procedure "shall be liberally construed to promote substantial justice and fairness to parties"); *see generally* *Correa v. SRPMIC*, AP-25-0008 (discussing principles of fairness and substantial justice); *Martinez v. Grey*, AP-25-0003 ("The notions of fairness and substantial justice were pervasive in the Community's ordinances and part of the Community's morals.").

² Pub. L. No. 108-374, §2, 118 Stat. 1773 (2004).

³ *Id.*

⁴ Trust Personalty encompasses property such as Individual Indian Money accounts and funds or securities supervised by the Secretary of the Interior.

Maricopa Indian Community is one of a handful of tribes listed on the website of the Department of Interior that has an approved tribal probate code.⁵

To start, there is no provision in AIPRA that governs homesite leases and there is no provision stating that a homesite lease falls within the definition of trust lands or restricted lands. To the contrary, a homesite lease is a legal document, i.e., a contract between the landowner (lessor) and the person seeking to use the lands of the landowner (lessee). The homesite lease gives the lessee the authority to live and build on the lands of the lessor, subject to certain responsibilities and obligations. It does not give the lessee ownership over the lands. Like with most contracts, the lessee may designate another person who will inherit the rights and obligations under the homesite lease when the lessee passes away. This is called a designated beneficiary. If the lessee does not have a designated beneficiary, then the homesite lease will become part of the lessee's estate and will be subject to court probate proceedings to determine which heir will inherit the homesite lease.

In this case, Decedent named a designated beneficiary to his Lease. When he passed, his designated beneficiary, by operation of law and the terms of the Lease, assumed all rights and responsibilities under the Lease. This process was purely a transfer of leasehold rights and responsibilities, not a transfer, devise, or distribution of lands. The lands remain under the ownership of the lessor. Therefore, AIPRA does not apply in this case.

Second, in regards to the Home, Appellants point to 43 C.F.R. § 30.236 (b) which states: "In a testate case, under the Act, an interest in a covered permanent improvement attached to a parcel of trust or restricted land is treated as shown in the following table: If the will expressly states how the covered permanent improvement will be handled then the covered permanent improvement passes to the person(s) designated in the will to receive it." However, in order for that provision to apply, two requirements must be met: (1) the lands must be held in trust for the decedent by the federal government; and (2) the lands, on which the covered permanent improvement sits, are subject to being transferred, devised, or distributed. Neither of those requirements exist in this case.

Here, it is the Lease that is being transferred, not the lands. Moreover, Decedent did not own the lands; he was leasing the lands pursuant to the terms of the Lease. He therefore merely

⁵ <https://www.bia.gov/bia/ots/dps/approved-tribal-probate-codes>. It is unknown when the Department approved the SRPMIC's probate code.

had leasehold rights, not ownership rights. The lands remain held in trust for the Community by the federal government.

For the reasons set forth above, the federal probate laws did not apply in this case and therefore were not material to our decision. Accordingly, Appellants' *Motion for Reconsideration*, pursuant to Rule 21(b)(1), is hereby DENIED.

SO ORDERED this 2nd day of December, 2025.



Electronically approved on 12/2/2025

/s/ Joseph K. Austin
Joseph K. Austin, **Justice**

Electronically approved on 12/2/2025

/s/ Judith M. Dworkin
Judith M. Dworkin, **Justice**

Electronically approved on 12/2/2025

/s/ Mary Guss
Mary Guss, **Justice**