

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

ONEIDA RETAIL ENTERPRISE,

Petitioner,

v.

Case No. 17-TC-037

S&L SPEEDY DELIVERY, LLC,
SHERENIA CORNELIUS,

Date: May 30, 2017

Respondent.

STIPULATION AND ORDER

This Agreement is made and entered into this 30th day of May 2017, by and between the Oneida Nation, Oneida Retail Enterprise (hereinafter referred to as the "Nation") and Sherenia Cornelius as the owner and operator of S&L Speedy Delivery, LLC (hereinafter referred to as "Respondent").

WITNESSETH:

WHEREAS, the Nation and the Respondent entered a Business Account Agreement for tax exempt fuel dated September 22, 2016.

WHEREAS, under the terms of the Business Account Agreement, Respondent was required to make monthly invoice payments and present any claims arising through the invoice within ten (10) working days of the invoice. Respondent failed to make several payments and did not contest any of the Nation's invoices resulting in a past due balance of \$3,480.60.

WHEREAS, the parties consent to the Oneida Judiciary Trial Court issuing a judgment for money against Respondent in the amount of \$3,480.60, which includes the past due balance and costs associated with this action.

NOW THEREFORE, the parties stipulate and agree as follows:

1. In the event Respondent defaults on the terms of this Agreement, she consents to attachment of her per capita payment(s) and garnishment of her Oneida Retail Enterprise wages in the amount of \$10.00 per week as payment towards the satisfaction of the money judgment.

2. Respondent agrees that by signing this Agreement the money owed constitutes a debt owed to a tribal entity and repayment is subject to tribal remedy. Respondent waives all rights to contest any attachment and/or garnishment pursued by the Nation as a result of a violation of this Agreement. The Nation may request and the court may grant ex parte an order on default resulting in attachment and/or garnishment. Any such request shall be provided to Respondent by first class mail.
3. Respondent shall make payments totaling \$3,480.60 in order to fully satisfy the money judgment. The total of \$3,480.60 shall become due as follows:
 - a. On July 1, 2017, a payment in the amount of \$480.60;
 - b. On October 1, 2017, a payment in the amount of \$500.00;
 - c. On January 1, 2018, a payment in the amount of \$500.00;
 - d. On April 1, 2018, a payment in the amount of \$500.00;
 - e. On July 1, 2018, a payment in the amount of \$500.00;
 - f. On October 1, 2018, a payment in the amount of \$500.00; and
 - g. On January 1, 2019, a final payment in the amount of \$500.00.
4. Respondent may make payments in excess of the required amounts, but may not pay less than the required payment.
5. The parties request the Oneida Judiciary Trial Court enter a final judgment concerning this Stipulation and Agreement for repayment.

Dated this 30th day of MAY 2017.

By:



Robert J. Collins II
Wisconsin State Bar No. 1048558
Attorney for Petitioner

ONEIDA LAW OFFICE
N7219 Seminary Road
Post Office Box 109
Oneida, WI 54155

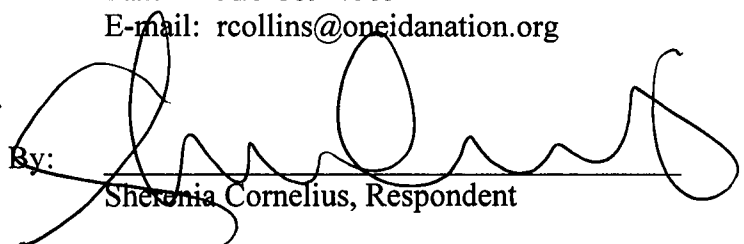
Phone: 920-869-4327

Fax: 920-869-4065

E-mail: rcollins@oneidanation.org

Dated this 30th day of may 2017.

By:



Sheronia Cornelius, Respondent