
**ONEIDA JUDICIARY
TRIAL COURT**

**Oneida Retail Enterprise,
Petitioner**

v.

Case No: 16-TC-067

**Arrowhead Trucking, LLC,
Jaime House,
Respondent**

DECISION

This case has come before the Oneida Trial Court, Honorable John E. Powless III presiding.

Background

A complaint was filed by the Petitioner on October 7, 2016. A hearing was scheduled for November 8, 2016, but due to lack of service, the Court moved the Petitioner to ensure service on the Respondent. A hearing was scheduled November 23, 2016. At the hearing, the Court entered a Briefing Schedule Order requiring Brief to be submitted by December 27, 2016. A hearing was scheduled for December 29, 2016 at 9 a.m. On December 28, 2016 the Respondent requested to extend the time of the hearing date due to incomplete service. The Court finds the request to be reasonable, and extended the hearing to Tuesday, January 10, 2017 at 9 a.m. On January 10, 2017 the Respondent requested to extend the hearing date due to inclement weather. The court grants the request, and the hearing is scheduled for Thursday, January 12, 2017 at 9 a.m.

Findings

1. The Court has jurisdiction pursuant to Chapter 150 of the Oneida Code of Laws.
2. The Respondent and Petitioner entered into a Business Account Agreement for tax exempt fuel on February 26, 2015.
3. On October 17, 2016, the Respondent and/or Representative signed and picked up the complaint at the Mountain, Wisconsin Post Office at 2 p.m.

4. Ms. Leida Wesolaski, Office Manager of Arrowhead Trucking, LLC, appears on behalf of the Respondent, Jaime House.
5. A hearing was held January 12, 2017 at 9 a.m.
6. The Petitioner agreed to continue with the hearing on January 12, 2017, as it pertains to the unpaid motor vehicle fuel, and return on a later date regarding the Petitioner's request to attach per capita payment.
7. The Petitioner seeks a judgement for unpaid motor vehicle fuel stemming from Arrowhead Trucking, LLC Business Account with Oneida Retail Enterprises in the amount of \$16,958.35.
8. The Respondent was provided an additional copy of complaint, and copy of Brief submitted by Petitioner at the hearing on Thursday, January 12, 2017.
9. The Respondent provided an answer to the complaint on January 12, 2017; disputing \$7,001.24 of the \$16,958.35 sought by the Petitioner.
10. The Petitioner is further seeking an order for attachment of per capita payments and any related filing fees to satisfy the Judgment.
11. The court scheduled a hearing **Monday, February 13, 2017 at 9 a.m.** to address the second component of the Petitioner's complaint, the request to attach the Per Capita payment of the Respondent to satisfy the Judgment.

Analysis

The Petitioner filed a complaint on October 7, 2016, seeking a Judgment and to attach the Per Capita payment of the Respondent to satisfy the Judgment if awarded. The Trial Court has jurisdiction pursuant to Chapter 150 of the Oneida Code of Laws. A hearing was held January 12, 2017 at 9 a.m.

Ms. Leida Wesolaski, Office Manager of Arrowhead Trucking, LLC, appeared on behalf of the Respondent, Jaime House. The Petitioner agreed to continue with the hearing. The Respondent was further provided an additional copy of the complaint packet, as well as a copy of the brief submitted by the Petitioner, at the hearing.

The Respondent provided an oral answer to the Petitioner's complaint at the hearing. The Respondent challenged \$7,001.24 of the \$16, 958.35 sought by the Petitioner and the method of notification of invoices from October 2015 to February 2016. The Petitioner responded to the Respondent's answer by citing the terms of the Business Account Agreement. Section 3 of the Agreement states, "Claims arising from invoices must be made within 10 (ten) working days of the dated invoice." Although the Respondent did not agree to the total amount sought by the Petitioner, the Respondent did not submit documentation or other evidence to support the claim.

Conclusion of law

The Respondent was provided an opportunity to respond to the Petitioner's complaint at the hearing. In doing so, the Respondent did not provide documentation or support the claim that it was not liable for \$7,001.24 of the \$16, 958.35. Nor did the Respondent ensure notification to the appropriate entities regarding the change of address during the time frame of the disputed invoices. The Respondent notified the Petitioner of the change of address March 12, 2016 (Exhibit E). The Business Agreement governing the Business relationship between Arrowhead Trucking, LLC and Oneida Retail Enterprise states:

"Claims arising from invoices must be made within 10 (ten) working days of the dated invoice."

The Respondent had opportunity to dispute and to submit other evidence to support the claim regarding fuel charges;

1. within ten (10) working days of the dated invoice,
2. by providing an answer to the complaint at the hearing.

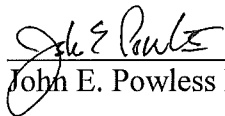
In conclusion, the Agreement governing the business relationship between the Oneida Retail Enterprise and Arrowhead Trucking, LLC, is the Business Account Agreement (Exhibit A). Section 3 clearly states should any invoice disputes arise, it is the Respondent's responsibility to address within 10 (ten) days of dated invoice. The Respondent failed to bring a claim forward, nor support reasoning for their claim with the Oneida Retail Enterprise as outlined in the said Business Account Agreement.

A Judgement for money is entered on January 12, 2017 as follows:

1. For a judgment against the Respondent in favor of the Petitioner in the amount of \$16,958.35 unpaid invoices.
2. An order for reimbursement of the filing fee, \$50.00.
3. The total Judgment & Costs \$17,008.35
4. A hearing is scheduled to address the second component of the Petitioner's complaint, the request to attach the Per Capita payment of the Respondent to satisfy the Judgement. The hearing is scheduled **Monday, February 13, 2017, at 9 a.m.**

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council and Order signed on February 3, 2017 in the matter of *Oneida Retail Enterprise v. Arrowhead Trucking, LLC, Jaime House*. Case #16-TC-067.



John E. Powless III, Trial Court Judge