
**ONEIDA JUDICIARY
TRIAL COURT**

**Oneida Retail Enterprise,
Petitioner**

Case No: 16-TC-067

v.

**Arrowhead Trucking, LLC, Jamie House
Respondent**

ORDER FOR MONEY JUDGMENT

FINDINGS

The Court finds as follows:

1. The Court has jurisdiction pursuant to Chapter 801 of the Oneida Code of Laws.
2. The Petitioner and Respondent entered into a stipulation in this case before or during the hearing.
3. The Court finds the stipulation reasonable and incorporates it into this order.

ORDER

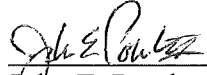
The Court orders as follows:

1. That judgment be entered in favor of Petitioner against the Respondent in the amount of \$17,008.35
2. The stipulation is approved. The stipulation between Arrowhead Trucking, LLC, Jaime House and Oneida Retail Enterprise dated March 2, 2017 is attached and incorporated into this order.
3. In the event Respondent defaults on the terms of this Agreement, Respondent consents to attachment of his per capita payment as payment toward the satisfaction of the money judgment.

This order is effective for 4 years or until satisfied, whichever occurs first. An action to renew the decision for an additional 4 years must be made prior to the expiration of 4 years.

IT IS SO ORDERED.

By the authority vested in the Oneida Trial Court pursuant to Resolution 01-07-13-B of the General Tribal Council an order signed on March 9, 2017 in the matter of Oneida Retail Enterprise v. Arrowhead Trucking, LLC, Jamie House. Case #16-TC-067



John E. Powless III
Trial Court Judge

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

ONEIDA RETAIL ENTERPRISE,

Petitioner,

v.

Docket No. 16-TC-067

ARROWHEAD TRUCKING, LLC,
JAMIE HOUSE,

Date: March 1, 2017

Respondent.

STIPULATION AND AGREEMENT

This Agreement is made and entered into this 1st day of March 2017, by and between the Oneida Nation, Oneida Retail Enterprise (hereinafter referred to as the “Nation”) and Jamie House as the owner and operator of Arrowhead Trucking, LLC (hereinafter referred to as “Respondent”).

WITNESSETH:

WHEREAS, the Nation and the Respondent entered a Business Account Agreement for tax exempt fuel dated February 26, 2015.

WHEREAS, under the terms of the Rental 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 \$16,958.35.


WHEREAS, on February 3, 2017, the Oneida Judiciary Trial Court issued a judgment for money against Customer for total cost of \$17,008.35, the past due balance and fees.

NOW THEREFORE, the parties stipulate and agree as follows:

1. In the event Respondent defaults on the terms of this Agreement, Respondent consents to attachment of his per capita payment 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 an attachment pursued by the Nation as a result of a violation of this Agreement.
3. Customer shall make payments totaling \$17,008.35 in order to fully satisfy the money judgment. The total of \$17,008.35 shall become due as follows:
 - a. On March 15, 2017, a payment in the amount of \$1,000.00;
 - b. On May 31, 2017, a payment in the amount of \$8,004.17; and
 - c. On June 30, 2017, a final payment in the amount of \$8,004.18.
4. Customer 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 1st day of March 2017.

By:



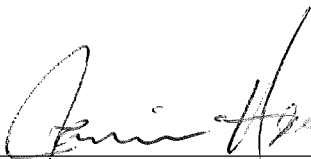
Krystal L. John
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Dated this 2nd day of March 2017.

By:



Jamie House, Respondent

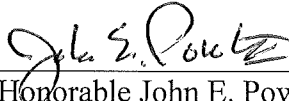
ORDER AND FINAL JUDGMENT

Upon reading and filing the above Stipulation and Agreement, and upon all proceedings herein:

IT IS ORDERED that the parties comply with the terms of the Stipulation and Agreement.

Dated this 9th day of March 2017.

BY THE COURT:



Honorable John E. Powless III
Trial Court Judge