

# ***Oneida Tribal Judicial System***

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## **TRIAL COURT**

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**Joyce Williams,  
Petitioner**

**Docket No: 13-TC-127**

**v.**

**Epic Life Insurance-Broadway,  
Respondent**

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## **DECISION**

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This case has come before the Oneida Tribal Judicial System, Trial Court. Judicial Officers, Mary Adams, Kathy Hughes, and Janice L. McLester, presiding.

### **Background**

On September 4, 2013, Petitioner, Joyce Williams, filed a motion for an Injunction/Temporary Restraining Order against the Respondent, Epic Life Insurance-Broadway claiming the beneficiaries have refused to pay for burial expenses. Petitioner adds that the Insurance Plan Plus was intended to cover the funeral expenses for the decedent, Bradley Williams, Petitioner's son.

### **Analysis**

On September 24, 2013 Respondent, Epic Life Insurance – Broadway (hereafter "Epic"), filed a Response to Petitioner's Request for an Injunction/Temporary Restraining Order, making several claims in defense and asking for the request by Petitioner to be denied. Respondent argues: 1) that jurisdiction is not proper due to the forum selection clause in the Epic Group policy; 2) that under the policy, no claim has been filed and therefore nothing to be order to be paid or stopped

by operation of injunction and 3) Ms. Williams, as the decedent's parent, is not entitled to relief under the terms of the policy.

*1. Forum selection*

While Epic is correct that the policy contains a forum selection clause, we are not convinced that such clause binds Ms. Williams. The policy states that the "policyholder" submits and shall be subject to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Wisconsin or Brown County Circuit Court. However, the policyholder is the Oneida Tribe of Indians of Wisconsin. This current dispute involves Ms. Williams and Epic. Ms. Williams did not bind herself to a choice of forum clause nor do we see any language requiring tribal member claims to be brought in any particular court.

The policy does contain language in which the Tribe, on behalf of tribal members, waives exhaustion of tribal court remedies. The implications of this language are unclear, but it does not foreclose our jurisdiction.

*2. No claim filed*

Epic also asserts that no claim has been filed claiming the insurance proceeds. Therefore, Epic essentially implies that it is not under a legal duty to do (or not do) anything at the current time. This is an argument based on ripeness:

The basic principle of ripeness is that a court or hearing body will not involve itself in cases where the controversy is hypothetical or speculative. Ripeness requires that there be a substantial controversy, between parties that have adverse legal interests, of sufficient immediacy and reality to warrant adjudication.

*(Little) Grace Elijah v. Oneida Enrollment Department 96-CVL-0003 (10/28/1996).*

We agree with Epic. Ms. Williams' claim is not ripe for adjudication where no claim for benefits or proceeds has been filed. We cannot adjudicate a controversy when in fact no actual controversy exists. Stated another way, Epic has not done something (or failed to do something) it is legally obligated to do (or refrain from doing).

3. *No entitlement to proceeds*

Because we have disposed of this matter on ripeness grounds, we will not address Epic's third point that Ms. Williams is not entitled to relief under the terms of the policy.

**Decision**

This matter is dismissed without prejudice because it is not ripe for adjudication. Ms. Williams may re-open this matter without a new filing fee upon providing proof to the Court, with notice to Epic, that she has filed a claim and received a written denial.

IT IS SO ORDERED.