

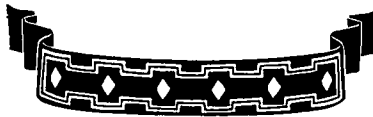
Oneida Appeals Commission

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Trial Court

Division of Land Management,
Petitioner

vs.

Docket: 04-TC-009

Date: May 19, 2004

Juanita Powless,
Respondent

Decision

This case has come before the Oneida Appeals Commission. Judicial Officers Janice McLester, Winnifred L. Thomas, and Leland Wigg-Ninham presiding.

I. Background

The Oneida Tribe of Indians of Wisconsin, Division of Land Management, originally filed a money judgement complaint on March 22, 2004, based on the breach of contractual obligations arising from a Tribal Loan Credit Agreement with Respondent, Juanita Powless. Petitioner was represented by Attorney Rebecca Webster and Respondent appeared *pro se*. The Petitioner filed a motion to amend the original complaint, requesting to pursue strict foreclosure in lieu of seeking a money judgment as requested in the original Complaint. A Pre-Trial hearing was conducted on May 18, 2004, at the Oneida Appeals Commission. At the Pre-Trial Hearing, Petitioner and Respondent agreed to settle the dispute. After a recess the court re-convened and the hearing officers were told by Petitioner and Respondent that a settlement agreement had been reached. The court was presented with a signed copy of the settlement agreement after the case was dismissed.

II. Decision

Upon thorough review of the settlement agreement between the two parties this court has decided to accept the attached settlement agreement. However, the court wants to make sure both parties understand that Respondent will be paying \$85.52 more per month (beginning in July, for one year) than her original monthly payments. It was observed by this court that Respondent appeared to be distressed during the proceedings and the court is unsure Respondent fully understands the terms of the settlement agreement.

Should either party decide that the settlement agreement is no longer equitable or that one party cannot fulfill their part of the agreement, either side may retain counsel and bring this matter back before the court. In the event that this matter comes before the court again, this court believes it would be in Respondent's best interest to obtain legal representation, whether it be an attorney or an advocate. Rule 10(D) of the Oneida Appeals Commission Rules of Civil Procedure entitles all parties an opportunity to retain counsel¹ or legal representation during any proceeding before the trial court.

It is the decision of this court to incorporate the settlement agreement into our decision. This case is dismissed without prejudice.

¹

OAC RCP 10(D)(1): Counsel is defined as any attorney, paralegal, or other advocate who is presented to the trial court as the representative or advisor to a party to a case.