

**ONEIDA JUDICIARY**  
**Tsi nu téshakotiya?tolétha?**

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**TRIAL COURT**

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**CoVantage Credit Union**  
**Petitioner,**

v.

**CASE NO: 20-TC-005**

**Carl D. Christjohn**  
**Respondent**

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**DEFAULT JUDGMENT**

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This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

Appearing telephonically: Attorney Joshua J. Brady, on behalf of Petitioner.

Not appearing: Respondent, Carl D. Christjohn.

**STATEMENT OF THE CASE**

The Petitioner is seeking to recover a 2011 Chevrolet Equinox vehicle and any amounts due as a result of default on the contract for the vehicle.

**FINDINGS OF FACT**

1. The Court has subject matter, personal and territorial jurisdiction over this matter.
2. A hearing was held on July 29, 2020 at 1:30 p.m.
3. The Respondent did not appear.
4. The Respondent was properly notified of the hearing by publication.
5. The Respondent was found in default for failure to appear.
6. The Petitioner presented evidence necessary to establish its claims.

**PRINCIPLES OF LAW**

***Oneida Judiciary Rules of Civil Procedure section 803.29 Default; Default Judgment***

803.29-2. Defendant. When a party against whom a judgment for relief is sought has failed to appear, plead or otherwise defend as required in this Law or elsewhere, a default judgment may be granted by the Court upon the receipt of whatever evidence is deemed necessary to establish the claim.

## ANALYSIS

The Oneida Judiciary Rules of Civil Procedure requires the Respondent to appear, plead or defend, otherwise, a default judgment may be granted. Here, the Respondent failed to appear, plead or otherwise defend as required. Therefore, a default judgment may be granted against him, if the Petitioner presents evidence necessary to establish its claim. Here, the Petitioner presented a valid contract signed by the Respondent which detailed the consequences of defaulting on the contract. Those consequences include requiring immediate payment of the outstanding balance and repossession of the property. Here, the Petitioner proved the Respondent defaulted on the contract by provided an updated accounting of the defaulted amount which came to \$2,351.90. Therefore, the Petitioner has met the requirements for a default judgment.

## ORDER

1. The Petitioner is granted a default judgment in the amount of **\$2,351.90**
2. The Petitioner is entitled to repossess the 2011 Chevrolet Equinox vehicle, vin 2CNFLNEC3B6311509.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council an Order was signed on July 30, 2020.

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Layatalati Hill, Trial Court Judge