

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

CoVantage Credit Union
Petitioner,

v.

CASE NO: 20-TC-009

Carl D. Christjohn
Respondent

Date: September 10, 2020

DEFAULT JUDGMENT

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

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

Non-appearance: Respondent, Carl D. Christjohn.

STATEMENT OF THE CASE

The Petitioner is seeking to recover a 2007 Harley-Davidson FLSTN Softail Deluxe Motorcycle, vin 1HD1JD5157Y034200 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 September 10, 2020 at 1:30 p.m.
3. The Respondent is an enrolled member of the Oneida Nation.
4. The Respondent did not appear.
5. The Respondent was properly notified of the hearing by publication.
6. The Respondent was found in default for failure to appear.
7. The Petitioner presented evidence necessary to establish its claims.
8. The Respondent entered into a contract with the Petitioner which provided financing to the Respondent for a 2007 Harley-Davidson FLSTN Softail Deluxe Motorcycle, vin 1HD1JD5157Y034200.
9. The Respondent defaulted on the contract for failing to make payments when due and for failing to keep valid insurance on the motorcycle.
10. The Respondent did not exercise his right to redeem said motorcycle.
11. The Petitioner waived court costs and service fees.

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 contract the Respondent entered into with the Petitioner detailed the consequences of the Respondent 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 providing an updated accounting for the defaulted amount which came to \$977.90 for the months of February 2020 through August 2020. Therefore, the Petitioner has met the requirements for a default judgment.

ORDER

1. The Petitioner shall be transferred all right, title and possession of the 2007 Harley-Davidson FLSTN Softail Deluxe Motorcycle, vin 1HD1JD5157Y034200, for the purpose of disposal and sale in a commercially reasonable manner.
2. The Petitioner is entitled to repossess the 2007 Harley-Davidson FLSTN Softail Deluxe Motorcycle, vin 1HD1JD5157Y034200, believed to be located on the Oneida Nation Reservation.
3. The Respondent shall surrender the 2007 Harley-Davidson FLSTN Softail Deluxe Motorcycle, vin 1HD1JD5157Y034200, to the Petitioner.
4. The Petitioner shall be entitled to have the certificate of title for said motorcycle issued to the Petitioner by the Wisconsin Department of Transportation.
5. The Petitioner may file a final accounting in the event there is a deficiency after the sale of the motorcycle.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council this Order is signed on September 14, 2020.

Layatalati Hill, Chief Trial Court Judge