

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

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**TRIAL COURT**

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Oneida Nation,  
c/o General Manager Mark Powless  
P.O. Box 365  
Oneida, WI 54155

**Petitioner,**

v.

**Docket No. 23-TC-010**

Justina Fredrick  
Jake Fredrick  
N4722 County Road E  
Freedom, WI 54130

**Date: July 28, 2023**

**Respondent.**

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**STIPULATION & ORDER**

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**STIPULATION**

The parties hereby agree as follows:

1. That the Petitioner, Oneida Nation, is a federally recognized tribal government and that the Oneida Nation Home Improvement Loan Program is a government funded loan program serviced by Bay Bank. *See* Resolution OBC #07-13-22-Q; *also* Oneida Nation & Bay Bank Home Improvement Loan Servicing Agreement.
2. That Respondent Justina Fredrick is a member of the Oneida Nation.
3. That Respondents, Justina Fredrick and Jake Fredrick, each signed the Oneida Nation Home Improvement Loan Program Notice of Intent and Release of Liability Form which states, "Homeowner(s) consent to the jurisdiction of the Oneida Judiciary for collection actions related to this loan."

4. That on September 2, 2022, Respondents signed, in the presence of a notary, the Oneida Nation Home Improvement Loan Notice of Intent and Release of Liability Form in which Respondents indicate they are requesting the \$20,000 loan for new windows and siding on their property located at N4722 County Road E, Freedom, WI 54130.
5. That the Oneida Nation Home Improvement Loan Notice of Intent and Release of Liability Form states, "Homeowner(s) understand that any failure to pay the loan as it becomes due will amount to a debt owed to the Nation."
6. Respondents completed a General Credit Application with Bay Bank on September 15, 2022 requesting \$20,000 as an Oneida Home Improvement Loan to be paid at 2% interest to be paid within 180 months.
7. Respondents signed the Consumer Universal Note on September 15, 2022 committing to pay the \$20,000 over 179 equal payments of \$128.71 starting on October 15, 2022 and due on the 15<sup>th</sup> of the month thereafter plus a final payment of the unpaid principal and interest.
8. Respondents defaulted on the Oneida Home Improvement Loan causing Bay Bank to take collection efforts via e-mail, telephone and delivery of the Right to Cure.
9. Respondents failed to make payment as required pursuant to the Notice of Right to Cure Default, which resulted in Bay Bank charging off this loan on June 5, 2023 with a remaining balance of \$19,637.19.
10. That when a Home Improvement Loan is charged off by Bay Bank, it means the Bank is no longer servicing the loan and will not pursue additional collection efforts.
11. That failure to repay the Home Improvement Loan as it becomes due results in less availability of funds for future homeowners to borrow to improve their homes.

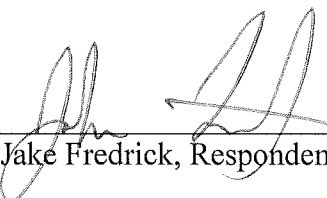
12. That based on good faith negotiations, the Petitioner offers and the Respondents accept the following settlement of the matter:

- a. Beginning on August 10, 2023 and on the 10<sup>th</sup> of each month thereafter, Respondents Justina and Jake Frederick shall pay the Oneida Nation a total of \$100/month towards the \$19,637.19 total owed for the defaulted Home Improvement Loan loan note plus \$200 in court costs for a total money judgment of \$19,837.19.
- b. That so long as the Respondents remain current with monthly payments of the money judgment pursuant to this Stipulation and Order, Petitioner will not seek garnishment of wages to satisfy the money judgment.
- c. That in the event of default of this Stipulation and Order, Petitioner may seek garnishment to satisfy the money judgement any may request payment amounts be set at the maximum allowable amount pursuant to applicable law.


Dated this 31 th day of July 2023.

By:   
Justina Frederick, Respondent

Dated this 31 th day of July 2023.

By:   
Jake Frederick, Respondent

Dated this 31 th day of July 2023.

By:   
Krystal L. John  
Wisconsin State Bar No. 1093818  
Attorney for Petitioner

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**ORDER**

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

**IT IS ORDERED** that a money judgment is hereby granted in favor of Petitioner and against Respondents in the amount of \$19,837.19;

**IT IS FURTHER ORDERED** that the parties comply with the terms and conditions of the Stipulation; and

**FINALLY**, the Oneida Trial Court hereby certifies it grants full faith and credit to the judicial records, orders and judgments of the courts of the State of Wisconsin and to the acts of other governmental entities in this state pursuant to the Oneida Judiciary law section 801.5-5.

Dated this 2nd day of August 2023.

BY THE COURT:



Honorable John Powless III  
Trial Court Judge