

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Oneida Nation;
Oneida Police Department; or
Oneida Conservation Department,
PETITIONER,

v.

CASE NO: 23 CT 092

Tavia A. Charles,
Defendant.

STIPULATION AND AGREEMENT

I, the above named Defendant, offers this stipulation and agreement as follows:

- 1.) I am subject to the jurisdiction of the Oneida Nation.
- 2.) I received proper notice of the above entitled action.
- 3.) I ENTER A PLEA OF NO CONTEST to the following violations of law and agree to the following penalties:

Offense	Date	Fine/ Forfeiture Amount	Condition	Payment Plan
Possessing a Dangerous Animal- 1 st Offense, 304.10-1	10/17/23	\$25 in Court Costs, \$500 Fine is <i>conditionally dismissed.</i> <i>However if condition is not satisfied, this agreement to dismiss is vacated and the \$500 fine is imposed. See "Condition" for further.</i>	"Tyco" the German Shepherd type dog involved in this incident has an appointment to be euthanized on 11/01/23 at 5:30 p.m. This date is necessary to meet the quarantine requirements. Condition: So long as Tyco is euthanized, as scheduled or if there is an unforeseen delay, no later than 11/03/23 the \$500	45 days to pay the \$25 in court costs.

			<p>fine is dismissed, but the \$25 in court costs will still be imposed.</p> <p>Proof of euthanization should be provided <u>within 72 hours of euthanization</u> to the following: -Oneida Nation Judiciary e-mail: ssmith7@oneidanation.org</p> <p>If proof of euthanization is not provided by the end of business hours on 11/07/23, this agreement is vacated and the full amount of \$500 + \$25 in court costs will be imposed. Additionally, the Judiciary will issue an order that the dog, Tyco, be removed from Reservation Boundaries, and include all other standard "dangerous animal" provisions in its order.</p>	
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4.) I request the Oneida Judiciary Trial Court enter a Final Judgment regarding the above admission.

5.) I understand that the above fine/ forfeiture constitutes debt owed to a tribal entity and nonpayment is subject to Tribal remedy.



Defendant

10/25/2023
Date

I, agent or Prosecuting Attorney for the above Plaintiff, agree that the above Stipulation and Agreement, as signed by Defendant, accurately represents the Plaintiff's Agreement with Defendant. I request the Oneida Judiciary Trial Court issue a Final Judgment on this matter.

Notes: _____

Plaintiff's Agent/ Attorney

_____ Date

ORDER AND FINAL JUDGMENT

FINDINGS OF FACT

- 1.) Defendant is subject to the Jurisdiction of the Oneida Nation.
- 2.) Defendant was properly served notice of this action.
- 3.) Defendant does not contest the above violations of law and agrees to the above penalties.
- 4.) Defendant admits the above fine/ forfeiture constitutes debt owed to a tribal entity and nonpayment is subject to Tribal remedy.

ORDER

- 1.) Defendant has entered the above no contest plea(s), which are accepted by this Court.
- 2.) The stipulation is approved and an ORDER AND FINAL JUDGMENT is entered by this Court requiring any fine/ forfeiture be paid in accord with the above terms. Failure to pay in accord with the above terms is subject to Tribal law and remedy.

IT IS SO ORDERED.

DATED THIS 30 DAY OF October, 2023

Hon.
Trial Court Judge

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CLARIFICATION TO STIPULATION AND AGREEMENT SIGNED BY THE PARTIES
10/25/23

The above named Parties, at the request of the Court, offers this Clarification to Stipulation and Agreement Signed by the Parties 10/25/23, as follows:

- 1.) All information submitted to the Court by the parties on 10/25/23 (Signed Acknowledgement of Rights and [Proposed] Stipulation and Agreement with corresponding Order) remains true and correct, with additional clarification made:
 - a. In addition to Proof of euthanization should be provided **within 72 hours of euthanization** to the following: Oneida Nation Judiciary via e-mail to: ssmith7@oneidanation.org; Proof of euthanization shall also be provided to the Tribal prosecutor to kmcandre@oneidanation.org.
 - b. The Stipulation and Agreement signed by the Parties on 10/25/23 was knowingly signed of their own free will, free of coercion or duress.
- 2.) The Parties request you accept the Defendant's PLEA OF NO CONTEST, previously provided Stipulation and Agreement with corresponding conditions *and clarification*, and order the same


(Defendant)

10/30/2023
Date


Plaintiff's Attorney

Date