

**ONEIDA JUDICIARY**  
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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-008**

Penny Brunette  
W1435 Tall Feather Way  
Seymour, WI 54165

**Date: July 31, 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, Penny Brunette, is a member of the Oneida Nation.
3. That Respondent 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 August 29, 2022, Respondent signed, in the presence of a notary, the Oneida Nation Home Improvement Loan Notice of Intent and Release of Liability Form in which

Respondent indicate she is requesting the \$20,000 loan for “kitchen fix ceiling, Replace kitchen cuppars. Flooring in 4 bedroom, and stairs. Fix or replace outside light. Fix downstairs bath tub and renovate bathroom. Possible central air” on her property located at W1435 Tall Feather Way, Seymour, WI 54165.

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. Respondent completed a General Credit Application with Bay Bank on September 19, 2022 requesting \$20,000 as an Oneida Home Improvement Loan to be paid at 2% interest to be paid within 180 months.
7. Respondent signed the Consumer Universal Note on September 19, 2022 committing to pay the \$20,000 over 179 equal payments of \$128.71 starting on October 19, 2022 and due on the 19<sup>th</sup> of the month thereafter plus a final payment of the unpaid principal and interest.
8. Respondent 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 January 25, 2023 with a remaining balance of \$20,291.10.
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 Respondent accepts, the following settlement of the matter:

- a. Beginning on November 5, 2023, Respondent shall pay the Oneida Nation a total of \$100/month towards the \$20,291.10 total owed for the defaulted Home Improvement Loan loan note plus \$200 in court costs for a total money judgment of \$20,491.10. Payments shall be made at the Oneida Nation Skenandoah Complex where there is a payment drop box in case payments are made when the building is closed.
- b. That Respondent shall notify Petitioner in the event she secures employment with the Oneida Nation so that payroll deduction may be set up for her monthly money judgment payments.
- c. That so long as the Respondent remains current with monthly payments of the money judgment pursuant to this Stipulation and Order, Petitioner will not seek garnishment of wages in state or tribal court to satisfy the money judgment.
- d. That in the event of default of this Stipulation and Order, Petitioner may seek garnishment through tribal or state law to satisfy the money judgement wherein the Nation may request payment amounts be set at the maximum allowable amount pursuant to applicable law.

Dated this 25 th day of August 2023.

By:



Penny Brunette, Respondent

Dated this 1st th day of September 2023.

By:



Krystal 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 \$20,491.10.;

**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 5<sup>th</sup> day of September 2023.

BY THE COURT:

  
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Honorable Layatalati Hill  
Chief Trial Court Judge