

ONEIDA JUDICIARY
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TRIAL COURT

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

Petitioner,

v.

Docket No. 23-TC-013

David Doxtater; and
Bonita Doxtater
13737 Jacklin Court
Suring, WI 54174

Date: November 21, 2023

Respondent.

STIPULATION & ORDER

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.
2. That Respondent, David Doxtater, is a member of the Oneida Nation.
3. That Respondents 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 November 3, 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 “gutters, doors, a transfer switch and central air” at her property located at 13737 Jacklin Court, Suring, WI 54174.

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 November 21, 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 November 21, 2022 committing to pay the \$20,000 over 179 equal payments of \$128.71 starting on December 21, 2022 and due on the 21st 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 August 22, 2023 with a remaining balance of \$19,523.62.
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 January 20, 2024, Respondents shall pay the Oneida Nation a total of \$100/month towards the \$19,523.62 total owed for the defaulted Home Improvement Loan note plus \$200 in court costs for a total money judgment of \$19,723.62. If mailed, payments shall be made to the Oneida Nation Central Accounting, P.O. Box 365, Oneida, WI 54115. Payments are also accepted in person 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 Respondents shall notify Petitioner in the event they secure employment with the Oneida Nation so that payroll deduction may be set up for their monthly money judgment payments.
- c. That so long as the Respondents 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 21st day of November 2023.

By:



David Doxtater, Respondent

Dated this 21st day of November 2023.

By:



Bonita Doxtater, Respondent

Dated this 21st day of November 2023.

By:



Krystal L. John
Wisconsin State Bar No. 1093818
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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 \$19,723.62.; and

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 22nd day of November 2023.

BY THE COURT:



Honorable Layatalati Hill
Chief Trial Court Judge