

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-014

Sylvia A. Graves
N6399 Seminary Road
DePere, WI 54115

Date: November 20, 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, Sylvia Graves, 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 23, 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 "roof – gutters – windows –


plumbing – electrical” at her property located at N6399 Seminary Road, DePere, WI 54115.

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 August 22, 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 13, 2022 committing to pay the \$20,000 over 179 equal payments of \$128.71 starting on October 13, 2022 and due on the 13th 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. Respondent 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 September 12, 2023 with a remaining balance of \$19,233.26.
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 December 4, 2023, Respondent shall pay the Oneida Nation a total of \$100/month towards the \$19,233.26 total owed for the defaulted Home Improvement Loan note plus \$200 in court costs for a total money judgment of \$19,433.26. If mailed, payments shall be made to the Oneida Nation Accounts Receivable, 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 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 20 th day of Nov. 2023.

By:


Sylvia Graves, Respondent

Dated this 20 th day of November 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 \$19,433.26; 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 20th day of November 2023.

BY THE COURT:



Honorable Layatalati Hill
Chief Trial Court Judge