

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

**Mary Adams, DBA,
Maintenance and Renovation Professionals, LLC**
Petitioner;

v.

Case No: 24-TC-003
Date: March 22, 2024

**Oneida Licensing Department,
Oneida Aging & Disability Services,**
Respondents.

ORDER

This case has come before the Oneida Trial Court, Honorable Patricia Ninham Hoeft presiding.

BACKGROUND

On March 20, 2024, Petitioner, doing business as Maintenance and Renovation Professionals, filed a complaint seeking a temporary restraining order to stop the Oneida Licensing Department from revoking Petitioner's Oneida vendor license on March 22, 2024. Petitioner is seeking a temporary halt of the license revocation until an investigation is completed to determine if Petitioner breached a home improvement contract with the Oneida Nation's Aging & Disability Services Home Restoration Program.

ISSUES

Did Petitioner provide specific facts clearly showing she and her business will suffer immediate and irreparable injury, loss, or damage if revocation of her vendor license is not immediately stopped by a temporary restraining order?

FINDINGS

The Court finds as follows:

1. The Court has subject matter and personal jurisdiction over this matter.
2. On March 20, 2024, Petitioner filed a complaint seeking a temporary restraining order to stop the Oneida Nation Licensing Department from revoking her vendor license on

March 22, 2024.

3. Petitioner's March 20, 2024 filing consisted of the following five (5) documents:
 - a. **Written motion.** A written motion, *To Stay Vendor License Revocation*, dated March 20, 2024. Petitioner states, "I, and my business, will be irretrievably harmed if my Vendor License is revoked as stated in the letter, designated Exhibit A."
 - b. **Notice of Revocation.** A February 22, 2024 revocation of license notice sent certified mail and received by Petitioner. The notice, *Thirty (30) Day Notice to Cure – Vendor License Revocation Notice*, states:

"Pursuant to the Vendor Licensing Law, the Department has to provide your company with thirty (30) days to cure your licensing violations. Accordingly, your vendor license will be revoked effective March 22, 2024, at 12:00 PM unless Maintenance and Renovation Professionals LLC cures all issues to its Vendor License by submitting the following items:

 1. Payment in full of the demand for repayment of funds totaling \$7,500.00 to the Oneida Nation Accounts Payable.
 2. Payment in full of the Nation's contract administration/termination fee of \$500 to the Oneida Nation Accounts Payable for the Nation's costs in procuring alternative service providers to complete the work your company was contracted for; and
 3. A signed copy of this notice to Vendor Licensing acknowledging that any future construction contracts wherein the Nation is the contract holder and/or payor, bonding requirements shall apply subject to the limits established by Oneida Risk Management on a case-by-case basis (see signature line below).

a) On March 20, 2024, Petitioner signed the letter acknowledging she received notice of the bonding requirements.
 - c. **Response to contract termination.** A February 13, 2024 letter from Petitioner to Mr. Elijah Metoxen, Aging & Disability Services Manager, describing Petitioner's efforts to complete a home improvement project consisting of a bathroom remodel/renovation and kitchen lighting.

- d. On February 2, 2024, the Oneida Aging & Disability Services issued a notice of contract termination to Petitioner that include a notice of no further payment and a notice of removal as an allowed vendor from Aging & Disability Services programs. Other information in the notice:
- i. The contract was signed by the parties on or about November 2, 2023.
 - ii. The contract was for a bathroom remodel project in Barbara Metoxen's home. The project was estimated to cost \$15,000.00.
 - iii. The Aging & Disability Services' Home Restoration Program paid a partial payment of \$7,500.00 to Petitioner's business.
- e. **Project estimate.** Barbara Metoxen, homeowner, received an October 3, 2023 estimate from Maintenance and Renovation Professionals LLC to complete a bathroom renovation project \$15,000.00.

PRINCIPLES OF LAW

Oneida Code of Laws Title 5. Business – Chapter 506, Vendor Licensing

506.7. Revocation of Vendor's License

506.7-1. A vendor's license issued by the Licensing Department may be revoked by the Department if the business entity is in non-compliance with this law, has inadequate insurance coverage, or for any other reasons related to protection of the Nation and/or public health, safety, or welfare. Prior to revoking a vendor's license, the Department shall notify the business entity of the effective date of the revocation and the reasons for the revocation, and shall allow the business entity thirty (30) days in which to rectify the non-compliance, except in the case of inadequate insurance coverage, in which case the vendor's license shall be revoked immediately upon verification of inadequate coverage.

801.5-2. Subject Matter Jurisdiction. The Tribe is a sovereign nation and reserves all sovereign rights, authority and jurisdiction consistent with being a sovereign nation. The Trial Court shall have subject matter jurisdiction over cases and controversies arising under the following:

- (d) where a disagreement over the terms, interpretation or enforcement of a written contract, where at least one (1) of the parties is an agency or where both parties meet the

personal jurisdiction requirements listed in 801.5-4.

(1) Statute of Limitations. In all cases requiring interpretation or enforcement of a contract, the suit must be filed within twenty-four (24) months of either:

(A) the date a party breaches the terms of the contract; or

(B) in actions for declaratory relief, the date a dispute arises as to the interpretation of the contract.

Oneida Code of Laws Title 8. Judiciary – Chapter 803, Oneida Judiciary Rules of Civil Procedure

803.4. General Provisions

803.4-3. *Other Rules of Procedure Used.* All matters and proceedings not specifically set forth herein shall be handled in accordance with reasonable justice, as determined by the Judiciary.

Where this Law is ambiguous or does not address a situation, the Federal Rules of Civil Procedure or Section 801 of the Wisconsin Statutes may be used as a guide. No sanction or other disadvantage may be imposed for noncompliance with any requirement not in Tribal law unless the alleged violator has been furnished in the particular case with actual notice of the requirement.

803.35-2. *Temporary Restraining Order.*

(a) *Issuing Without Notice.* The Court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney or advocate only if:

(1) Specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(2) The movant's attorney or advocate certifies in writing any efforts made to give notice and the reasons why it should not be required to give notice.

(b) *Contents; Expiration.* Every temporary restraining order issued without notice shall state the date and hour it was issued; describe the injury and state why it is irreparable; state why the order was issued without notice; and be promptly filed in the clerk's office and entered in the record. The order expires at the time after entry—not to exceed fourteen (14) days—that the Court sets, unless before that time the Court, for good cause, extends it for a like period or the adverse party consents to a longer extension. The

reasons for an extension shall be entered in the record.

(d) *Motion to Dissolve*. On two (2) days' notice to the party who obtained the order without notice—or on shorter notice set by the Court—the adverse party may appear and move to dissolve or modify the order. The Court shall then hear and decide the motion as promptly as justice requires.

803.35-3. Security. The Court may issue a preliminary injunction or a temporary restraining order only if the movant gives security, unless the movant is the Tribe, or an officer or agency of the Tribe. Security shall be in an amount that the Court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained.

ANALYSIS

Petitioner requests a temporary restraining order to stop the Oneida Licensing Department from revoking Petitioner's vendor license on March 22, 2024, until an investigation is completed of alleged breaches of a contract. Temporary restraining orders are issued without notice to the other party to enjoin the other party from taking action to maintain the status quo until a trial is concluded on the underlying claim. The Court may issue a temporary restraining order if Petitioner provides specific facts clearly showing Petitioner will suffer immediate and irreparable injury, loss, or damage if the temporary restraining order is not issued.

Immediate and irreparable injury, loss, or damage. Upon review of Petitioner's complaint, Petitioner did not provide any evidence to show she will suffer immediate and irreparable injury, loss, or damage if the temporary restraining order is not issued. First, Petitioner argues, "I, and my business, will be irretrievably harmed if my Vendor License is revoked as stated in the letter, designated Exhibit A." Here, Petitioner provided no evidence that she will suffer immediate and irreparable harm. Petitioner did not identify the injury, loss, or damage she will suffer. Petitioner did not provide an explanation or documentation of the harm. Thus, Petitioner's first argument fails. Second, Petitioner argues her rights "as a valid Oneida Vendor are being denied, in that I have had no opportunity to express my defense to accusations against me, my business, or work done on behalf of the homeowner on whose home the work and materials were obtained pursuant to an agreement." Here, Petitioner received notice of the adverse action against her and was given time to correct the alleged vendor license violations. On February 2, 2024, the Aging & Disability Services issued a notice to Petitioner stating her contract was terminated. Then, on February 22, 2024, the Oneida Licensing Department issued

Petitioner a thirty (30) day notice giving her time to correct the alleged vendor licensing violations. On February 13, 2024, Petitioner issued a letter to the Aging & Disability Services to refute the allegations that she breached the contract and requested that she be allowed to complete the project or be compensated “within the 93% of the contract.” Petitioner provided no documentation showing she received a response to her offer from the Aging & Disability Services. Additionally, Petitioner provided no evidence showing she responded to the February 22, 2024 notice from the Licensing Department that it intended to revoke her vendor license on March 22, 2024, unless Petitioner cured the alleged licensing violations. Petitioner does show that two days before her license is to be revoked, she signed the revocation notice to satisfy one of the three corrective actions she was required to perform. Because Petitioner was provided opportunities to address the allegations of a contract breach and provided no evidence showing she worked with the parties to address those allegations, Petitioner’s second argument fails.

Finally, the underlying claim of this case appears to be a contract dispute between Petitioner, a homeowner, and the Aging & Disability Services. Under the contract, signed by the parties on or about November 2, 2023, Petitioner was retained to complete a bathroom remodel project for the homeowner. The remodeling project was estimated to cost \$15,000.00. The project was to be paid for with funds from the Home Restoration Program. The program is operated by the Aging & Disability Services. On February 2, 2024, the homeowner and Aging & Disability Services issued a joint notice to Petitioner informing her of their following actions: 1) immediate termination of the contract, 2) stopping further payment, and 3) removal of Petitioner’s business as an allowed vendor from Aging & Disability Services programs. In the February 2, 2024 notice, the homeowner states that termination of the contract is due to Petitioner’s failure “to make satisfactory progress toward the completion of the work under the signed agreement.” In her written motion, Petitioner argues, “I categorically deny breaches, of any kind, of my Oneida Vendor responsibilities or contract with homeowner.” However, Petitioner did not provide a copy of the actual contract. Because Petitioner did not provide a copy of the actual contract, the Court is unable to determine whether a contractual right exists.

In conclusion, Petitioner failed to provide specific facts to clearly show she would suffer immediate and irreparable injury, loss, or damage if a temporary restraining order is not granted. Therefore, Petitioner’s request for a temporary restraining order is denied.

ORDER

Petitioner's motion for a temporary restraining order is **DENIED**.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council, this Order was signed on March 22, 2024.



Patricia Ninham Hoeft, Trial Court Judge