

**ONEIDA JUDICIARY**  
**Tsi nu téshakotiya?tolétha?**

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**TRIAL COURT**

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**Tina M. Summers,**  
**Petitioner**

**v.**

**CASE NO: 24-TC-005**  
**DATE: June 5, 2024**

**Michael M. Williams,**  
**Respondent**

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**FINAL ORDER**

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This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

*Appearing in-person:* Petitioner, Tina M. Summers. Respondent, Michael Williams.

**STATEMENT OF THE CASE**

Petitioner co-signed on an automobile loan for Respondent. Petitioner alleges Respondent has not remained current on monthly payments, as a result, Petitioner has paid monthly payments for auto loan, auto insurance and highway tolls.

**ISSUE**

Does the Court have personal jurisdiction over the Respondent?

**ANALYSIS**

The Court must have personal jurisdiction over both parties. The Judiciary law provides that the Court has jurisdiction over all Indians and non-Indians who have consented to the jurisdiction of the Court. A non-Indian may consent to personal jurisdiction by entering into a consensual relationship with the Tribe, Tribal entities, Tribal corporations, or Tribal members, including but not limited to contracts or other agreements or other facts which the Court determines manifest an intent to consent to the jurisdiction of the Court. Respondent is non-Indian. Thus, there must be consent to jurisdiction of the Court. Here, the parties entered into a contract by co-signing with a 3<sup>rd</sup> party to purchase a vehicle. The contract is not between Petitioner and Respondent. The contract is between the 3<sup>rd</sup> party and Petitioner and Respondent. Additionally, the contract between the 3<sup>rd</sup> party and the parties requires all parties to the contract

to use arbitration if there are any disputes to the contract. Therefore, the Court finds there is not a contract between Petitioner and Respondent that would give the Court jurisdiction over the non-Indian Respondent.

The Court may also exercise jurisdiction over any person who has sufficient contacts with the Oneida Nation reservation or Tribal trust land. Such sufficient contacts can be demonstrated where a person purposefully avails himself of the Reservation such that he or she could reasonably anticipate being hailed into the forum for the resolution of a case or controversy. Here, Respondent does not reside on the Oneida Nation Reservation, does not work for the Oneida Nation and is not in a consensual relationship with Petitioner. Nor did the action of co-signing for the vehicle occur on the Oneida Nation Reservation. Additionally, Respondent refused to consent to jurisdiction of the Court. Finally, Petitioner failed to identify how the Court has personal jurisdiction on her complaint and during the pre-trial hearing provided no other bases for how the Court would have personal jurisdiction over Respondent. Therefore, the Court finds it lacks personal jurisdiction over Respondent and this case must be dismissed.

#### **FINDINGS OF FACT**

1. The Court has subject matter jurisdiction over this matter.
2. Notice was provided to all those entitled to notice.
3. On May 1, 2024, Petitioners filed a complaint with the Court for a contract dispute but failed to identify how the Court has personal jurisdiction over Respondent.
4. A pre-trial hearing was held on June 5, 2024.
5. Petitioner is an Oneida Nation member.
6. Respondent is not an enrolled member of the Oneida Nation.
7. Respondent is not an enrolled member of any tribe.
8. Respondent is non-Indian.
9. Respondent does not reside on the Oneida Reservation.
10. Respondent does not work for the Oneida Nation.
11. Respondent is not in a consensual relationship with Petitioner.
  - a. The parties are friends.
12. The contract for the vehicle the parties co-signed for was not signed on the Oneida Reservation.
13. Respondent did not consent to personal jurisdiction.

14. The Court does not have personal jurisdiction over Respondent.

## PRINCIPLES OF LAW

### **Title 8. Judiciary – Chapter 801 JUDICIARY.**

#### 801.5-4. *Personal Jurisdiction.*

(a) *Indians.* The Trial Court shall have jurisdiction over all Indians.

(b) *Non-Indians.* The Trial Court shall have jurisdiction over non-Indians who have consented to the jurisdiction of the Tribe or Trial Court or as otherwise consistent with federal law.

(1) *Consent to Jurisdiction.* For purposes of subsection 801.5-4(b) above, a person shall have consented to the jurisdiction of the Trial Court by:

(A) entering into a consensual relationship with the Tribe, Tribal entities, Tribal corporations, or Tribal members, including but not limited to contracts or other agreements; or

(B) other facts which the Trial Court determines manifest an intent to consent to the authority of the Tribe or the jurisdiction of the Trial Court, including failure to raise an objection to the exercise of personal jurisdiction in a timely manner.

(c) *Long-arm Jurisdiction.* Consistent with 801.5-4(a) and (b), in any case in which the Trial Court has subject matter jurisdiction, the Trial Court may exercise jurisdiction over any person who has sufficient contacts with the Reservation or Tribal trust land. Such sufficient contacts can be demonstrated where a person purposefully avails himself of the Reservation such that he or she could reasonably anticipate being haled into the forum for the resolution of a case or controversy.

## ORDER

The Court enters the following order:

1. The Court lacks personal jurisdiction over the Respondent.
2. This case is dismissed, with prejudice.

IT IS SO ORDERED.

By the authority vested in the Oneida Trial Court pursuant to Resolution 01-07-13-B of the General Tribal Council this order was signed on June 5, 2024.



Layatalati Hill, Chief Trial Court Judge