

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

**Oneida Nation,
c/o General Manager Mark Powless
Plaintiff;**

v.

**CASE NO: 24-TC-009
DATE: August 15, 2024**

**Savannah Metoxen,
Respondent.**

JUDGMENT/NOTICE OF ENTRY OF JUDGMENT

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

Appearing in-person: Attorney Krystal John, representing Plaintiff. *Not appearing:* Savannah Metoxen, Respondent.

BACKGROUND

On June 26, 2024, Plaintiff filed a complaint with the Trial Court seeking a judgment for money against Respondent. Plaintiff claims Respondent defaulted on contractual obligations arising from an Oneida Nation Home Improvement Loan between Plaintiff and Respondent and serviced financially by Bay Bank. On May 14, 2024, Bay Bank charged off the loan after Respondent stopped making payments. Plaintiff seeks the remaining balance of the loan which is \$4,753.87 plus \$200.00 for the filing fee, process server fee, and legal fee. On August 7, 2024, Respondent did not appear at a pre-trial hearing. Plaintiff's attorney motioned to find Defendant in default and grant a default judgment in favor of Plaintiff. The Court granted the motion for a default judgment and enters a judgment for money in favor of Plaintiff and against Respondent.

FINDINGS OF FACT

1. The Court has subject matter and personal jurisdiction over this matter.
2. Respondent received proper notice.

3. On August 7, 2024, Respondent did not appear at a pre-trial hearing.
4. Plaintiff presented sufficient evidence to support a judgment against Respondent, including a copy of a consumer universal note dated December 2, 2022, and signed by Respondent. The note was for a \$6,000.00 loan with 2% interest.

PRINCIPLES OF LAW

O.C.L. Title 8. Judiciary – Chapter 801, Judiciary, Rule #1 – Oneida Trial Court Rules

1.5 Default Judgment

1.5-1. If a party fails to appear at any Trial Court matter, the Court shall confirm and be satisfied that proper notice was provided.

1.5-3. If the Trial Court finds that proper notice was provided, the Trial Court may enter judgment against the party that failed to appear. The Trial Court, in its discretion, may require a party to produce sufficient evidence to support a judgment against the other party.

O.C.L. Title 8. Judiciary – Chapter 803, Oneida Judiciary Rules of Civil Procedure

803.29-6. *Setting Aside a Default or a Default Judgment.* The Court may set aside an entry of default for good cause, and it may set aside a default judgment under Rule 803.33-2 within one (1) year of entry of default or default judgment.

O.C.L. Title 8. Judiciary – Chapter 801, Judiciary

801.5-9. *Writs, Orders and Judgments.* The Trial Court may issue all writs, orders, and judgments necessary in aid of its jurisdiction. All writs, orders, and judgments issued by the Court shall be in the name of the Tribe, shall bear the date and the day they are issued, the seal of the Court, and be attested to in the name of the Judge who issued it.

ANALYSIS

Respondent did not appear at the pre-trial hearing. Thus, the Court finds Respondent in default for failing to appear. Respondent also did not respond to Plaintiff's attempts to work on a settlement of this matter. At the pre-trial hearing, Plaintiff presented sufficient evidence to support a money judgment against Respondent. Therefore, the Court grants Plaintiff's motion for a default judgment and enters a judgment for money in favor of Plaintiff and against Respondent for the balance of the loan

which is \$4,753.87 plus \$200.00 for the following fees – filing fee, process server fee and legal fee.

In addition, Plaintiff seeks the Court’s certification of full faith and credit provisions provided in Wis. Stat. 806.241, specifically §806.245, Indian tribal documents; full faith and credit. Plaintiff claims the full faith and credit provisions will allow Plaintiff the maximum possibility for successful collection of the money judgment which Plaintiff intends to submit to Wisconsin state courts. Thus, the Court grants Plaintiff’s motion for certification granting full faith and credit provisions under Wis. Stat. 806.241, specifically §806.245.

ORDER

A default judgment and judgment for money is entered in favor of Plaintiff and against Respondent as follows:

1. The Court finds Respondent in default for failure to appear at the pre-trial hearing.
2. The Court grants a judgment for money in favor of Plaintiff and against Respondent in the amount of:

Balance of loan:	\$ 4,753.87
Legal and process server fees	\$ 150.00
Filing fee:	<u>\$ 50.00</u>
Total Money Judgment:	<u>\$ 4,953.87</u>

3. The Court certifies that the Oneida Trial Court grants full faith and credit as provided under Wis. Stat. 806.241, specifically §806.245.

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 August 15, 2024.



Patricia Ninham Hoeft, Trial Court Judge