

1
2
3
4
5
6
7
8

**IN THE
HO-CHUNK NATION TRIAL COURT**

**Ho-Chunk Nation Home Ownership
Program and the Ho-Chunk Nation,**
Plaintiffs,

v.

Zachary D. Thundercloud,
Defendant.

Case No.: **CV 10-17**

9
10
11
12

**JUDGMENT
(Granting Relief in Part – Denying in Part)**

13
14
15
16
17
18
19
20

INTRODUCTION

The Court must determine whether to grant the plaintiffs' *Complaint* for damages arising under a foreclosure action. The Court finds that Mr. Thundercloud is indebted to the Ho-Chunk Nation Home Ownership Program (hereinafter HOP) and the Ho-Chunk Nation, in the amount of \$132,062.29 for an outstanding mortgage and associated damages. The Court, however, declines to enforce the debt against the defendant until such time as the property is resold. The analysis of the Court follows below.

21
22
23
24
25
26
27
28

PROCEDURAL HISTORY

The Court recounts the procedural history in sufficient detail within a prior judgment. *Order (Denying Mot. for Summary J.)*, CV 10-17 (HCN Tr. Ct., Aug. 24, 2010). For purposes of this decision, the Court notes that the plaintiff filed the *Petitioner's* [sic] *Final Exhibit List* on November 24, 2010. The Court convened the *Trial* on December 8, 2010 at 09:00 a.m. CDT. The

1 following parties appeared at the *Trial*: The plaintiffs, by and through their attorney, DOJ
2 Attorney Wendi A. Huling; and the defendant, Zachary D. Thundercloud.

3 4 **APPLICABLE LAW**

5 **CONSTITUTION OF THE HO-CHUNK NATION**

6 7 **Art. V - Legislature**

8 **Sec. 2. Powers of the Legislature.** The Legislature shall have the power:

9 (a) To make laws, including codes, ordinances, resolutions, and statutes;

10 (i) To negotiate and enter into treaties, compacts, contracts, and agreements with other
11 governments, organizations, or individuals;

12 **Art. VI - Executive**

13 **Sec. 1. Composition of the Executive.**

14 (b) The Executive Branch shall be composed of any administrative Departments created by
15 the Legislature, including a Department of the Treasury, Justice, Administration, Housing,
16 Business, Health, Social Services, Education, Labor, and Personnel, and other Departments
17 deemed necessary by the Legislature. Each Department shall include an Executive Director, a
18 Board of Directors, and necessary employees. The Executive Director of the Department of
19 Justice shall be called the Attorney General of the Ho-Chunk Nation. The Executive Director of
20 the Department of the Treasury shall be called the Treasurer of the Ho-Chunk Nation.

21 **Sec. 2. Powers of the President.** The President shall have the power:

22 (a) To execute and administer the laws of the Ho-Chunk Nation;

23 (k) To represent the Ho-Chunk Nation on all matters that concern its interests and welfare;

24 (l) To execute, administer, and enforce the laws of the Ho-Chunk Nation necessary to
25 exercise all powers delegated by the General Council and the Legislature, including but not
26 limited to the foregoing list of powers.

27 **Art. VII - Judiciary**

28 **Sec. 5. Jurisdiction of the Judiciary.**

(a) The Trial Court shall have original jurisdiction over all cases and controversies, both
criminal and civil, in law or in equity, arising under the Constitution, laws, customs and

1 traditions of the Ho-Chunk Nation, including cases in which the Ho-Chunk Nation, or its
2 officials and employees, shall be a party. Any such case or controversy arising within the
3 jurisdiction of the Ho-Chunk Nation shall be filed in Trial Court before it is filed in any other
4 court. This grant of jurisdiction by the General Council shall not be construed to be a waiver of
5 the Nation's sovereign immunity.

6 HOME OWNERSHIP & BENEFIT HOUSING PROGRAM FOR THE GENERAL WELFARE
7 OF NON-ELDERS ACT, 8 HCC § 5

8 Subsec. 15. Delinquency

9 e. Foreclosure. If within thirty (30) days of the Department of Justice sending the Final
10 Notice and the default has not been cured, the Department of Justice with the assistance of HOP
11 and HBOD approval shall commence with foreclosure proceedings.

12 f. Reacquisition on Foreclosure. If deed or title to any home is acquired by HOP as a
13 result of foreclosure proceedings, the home shall be sold according to the Nation's foreclosure
14 guidelines. If the home does not meet HOP standards, the home shall be sold on the open market.

15 HO-CHUNK NATION RULES OF CIVIL PROCEDURE

16 Rule 18. Types of Motions.

17 *Motions* are requests directed to the Court and must be in writing except for those made in Court.
18 *Motions* based on factual matters shall be supported by affidavits, references to other documents,
19 testimony, exhibits or other material already in the Court record. *Motions* based on legal matters
20 shall contain or be supported by a legal memorandum, which states the issues and legal basis
21 relied on by the moving party. The *Motions* referenced within these Rules shall not be considered
22 exhaustive of the *Motions* available to litigants.

23 Rule 19. Filing and Responding to Motions.

24 (A) Motion. *Motions* may be filed by a party with any pleading or at any time after their first
25 pleading has been filed. A copy of all written *Motions* shall be delivered or mailed to other
26 parties at least five (5) calendar days before the time specified for a hearing on the *Motion*. A
27 *Response* to a written *Motion* must be filed at least one day before the hearing. If no hearing is
28 scheduled, the *Response* must be filed with the Court and served on the other parties within ten
(10) calendar days of the date the *Motion* was filed. The party filing the *Motion* must file any
Reply within three (3) calendar days.

Rule 58. Amendment to or Relief from Judgment or Order.

(A) Relief from Judgment. A *Motion to Amend* or for relief from judgment, including a request
for a new trial shall be made within ten (10) calendar days of the filing of judgment. The *Motion*
must be based on an error or irregularity which prevented a party from receiving a fair trial or a
substantial legal error which affected the outcome of the action.

1 (B) Motion for Reconsideration. Upon motion of the Court or by motion of a party made not
2 later than ten (10) calendar days after entry of judgment, the Court may amend its findings or
3 conclusions or make additional findings or conclusions, amending the judgment accordingly.
4 The motion may be made with a motion for a new trial. If the Court amends the judgment, the
5 time for initiating an appeal commences upon entry of the amended judgment. If the Court
6 denies a motion filed under this rule, the time for initiating an appeal from the judgment
7 commences when the Court denies the motion on the record or when an order denying the
8 motion is entered, whichever occurs first. If within thirty (30) days after the entry of judgment,
9 the Court does not decide a motion under this Rule or the judge does not sign an order denying
10 the motion, the motion is considered denied. The time for initiating an appeal from judgment
11 commences in accordance with the Rules of Appellate Procedure.

8 (C) Erratum Order or Reissuance of Judgment. Clerical errors in a court record, including the
9 *Judgment or Order*, may be corrected by the Court at any time.

10 (D) Grounds for Relief. The Court may grant relief from judgments or orders on motion of a
11 party made within a reasonable time for the following reasons: (1) newly discovered evidence
12 which could not reasonably have been discovered in time to request a new trial; or (2) fraud,
13 misrepresentation or serious misconduct of another party to the action; or (3) good cause if the
14 requesting party was not personally served in accordance with Rule 5(c)(1)(a) or (b); did not
15 have proper service and did not appear in the action; or (4) the judgment has been satisfied,
16 released, discharged, or is without effect due to a judgment earlier in time.

15 WISCONSIN STATUTES

16 Ch. 846 - Real Estate Foreclosure

17 Sec. 846.101. Foreclosure without Deficiency; 20-acre Parcels.

18 (1) If the mortgagor has agreed in writing at the time of the execution of the
19 mortgage to the provisions of this section, and the foreclosure action involves a one- to 4-family
20 residence that is owner-occupied at the commencement of the action, a farm, a church or a tax-
21 exempt charitable organization, the plaintiff in a foreclosure action of a mortgage on real estate
22 of 20 acres or less, which mortgage is recorded subsequent to January 22, 1960, may elect by
23 express allegation in the complaint to waive judgment for any deficiency which may remain due
24 to the plaintiff after sale of the mortgaged premises against every party who is personally liable
25 for the debt secured by the mortgage, and to consent that the mortgagor, unless he or she
26 abandons the property, may remain in possession of the mortgaged property and be entitled to all
27 rents, issues and profits therefrom to the date of confirmation of the sale by the court.

25 (2) When plaintiff so elects, judgment shall be entered as provided in this chapter,
26 except that no judgment for deficiency may be ordered therein nor separately rendered against
27 any party who is personally liable for the debt secured by the mortgage and the sale of such
28 mortgaged premises shall be made upon the expiration of 6 months from the date when such
judgment is entered. Notice of the time and place of sale shall be given under ss. 815.31 and
846.16 within such 6-months period except that first printing of a copy of such notice in a

1 newspaper shall not be made less than 4 months after the date when such judgment is entered.

2 Sec. 846.04 Deficiency, judgment for.

3 (1) The plaintiff may, in the complaint, demand judgment for any deficiency that may remain
4 due the plaintiff after sale of the mortgaged premises against every party who is personally liable
5 for the debt secured by the mortgage. Judgment may be rendered for any deficiency remaining
6 after applying the proceeds of sale to the amount due. The judgment for deficiency shall be
7 ordered in the original judgment and separately rendered against the party liable on or after the
8 confirmation of sale. The judgment for deficiency shall be entered in the judgment and lien
9 docket and, except as provided in subs. (2) and (3), enforced as in other cases. A mortgage
foreclosure deficiency judgment entered on property devoted primarily to agricultural use, as
defined in s. 91.01 (5), on and after October 14, 1997, shall be recorded as an agriculture
judgment.

10 **FINDINGS OF FACT**

11
12 1. The parties received proper notice of the December 8, 2010 *Trial. Pre-Trial Conference*,
13 (LPER, Nov. 18, 2010, 03:05:32 CDT).

14
15 2. The plaintiff, Ho-Chunk Nation (hereinafter HCN or Nation), is a federally recognized
16 Indian tribe with principal offices located on trust lands at the HCN Headquarters, W9814
17 Airport Road, Black River Falls, WI. *See* 75 Fed. Reg. 60811 (Oct. 1, 2010).

18
19 3. The plaintiff, HOP, is an agent of the Ho-Chunk Nation, developed through the Ho-
20 Chunk Nation Legislature with its principal place of business located at 500 East Veterans,
21 Tomah, WI 54660. *Id.* at 2.

22
23 4. The defendant, Zachary D. Thundercloud, is an enrolled member of the Ho-Chunk
24 Nation, Tribal ID# 439A002335, and resides at 115 Rye Bluff Road, #241, Black River Falls, WI
54615.

25
26 5. On August 22, 1997, the parties entered into a *Mortgage Note* for \$100,000.00, which set
27 forth the repayment agreement between the parties. *Compl.*, Attach., Ex. 3.

1 6. On September 4, 1997, to correct an error in the *Mortgage Note*, the parties re-recorded
2 the mortgage and entered into a *Real Estate Mortgage* (hereinafter *Mortgage*), for \$100,000.00,
3 which set forth the terms and responsibilities of the defendant regarding care and maintenance of
4 the property. *Id.*, Attach., Ex. 4

5
6 7. The *Mortgage* states under Mortgagor's Covenants:

7 Conditions and Repair. To keep the Property in good and tenantable condition and repair,
8 and to restore or replace damaged or destroyed improvements and fixtures. . . Alteration
9 or Removal. Not to remove, demolish or materially alter any part of the Property, without
10 Lender's prior written consent, except Mortgagor may remove a fixture, provided that
11 fixture is promptly replaced with another fixture of at least equal utility. . . Expenses. To
12 the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses
13 before and after [foreclosure] judgment, including without limitation, attorneys' fees, fees
14 and expenses for environmental assessments, inspections and audits and fees and
15 expenses for obtaining title evidence incurred by Lender in protection or enforcing its
16 rights under this Mortgage.

17 *Compl.* at 4.

18
19 8. The last mortgage payment HOP received from Mr. Thundercloud was in November
20 2000. *Trial*, (LPER, Dec. 8, 2010, 09:31:46 CDT).

21 9. Mr. Thundercloud continued to reside at the property until on or about September 2004.
22 *Id.*, 09:05:34.

23 10. The property at issue was foreclosed on November 4, 2004, in the State of Wisconsin.
24 *Pre-Trial Conference* (LPER at 3, June 17, 2010, 10:17:47 CDT). Subsequently, on September
25 12, 2006, to obtain the title for the property, the plaintiffs attended the sheriff's auction and as
26 the only bidder purchased the home (above fair market value) in the amount of \$125,593.75.
27 *Compl.*, Attach., Ex. 5. Consequently, the Jackson County Court issued an *Order for*
28 *Confirmation of Sale* on October 19, 2006, thereby transferring title and legal ownership to the
plaintiffs and found a total indebtedness against the defendant in the amount of \$125,593.75. *Id.*;
see also Trial, LPER, Dec. 8, 2010, 09:40:56 CDT).

1 11. The plaintiffs seek additional monetary damages against the defendant in the amount of
2 \$134,991.71 for costs associated with attorney fees, taxes, debts, care, maintenance, and
3 restoration of the property from on or about March 8, 2005 through February 3, 2010. *Compl.* at
4 16; *see also Petitioner's Final Ex. List* at 2-10. The plaintiffs are requesting a total of
5 \$260,585.46 for purchase price of the home, attorney's fees, damages, and cost of restoration.
6

7 12. The plaintiffs admit that the total amount of damages charged to the defendant was not
8 required for the home to be livable and that some of the damages to the home may have existed
9 prior to Mr. Thundercloud taking up the residence. LPER, 09:41:16 CDT.
10

11 13. The property is currently unoccupied and ready for sale. *Id.*, 09:22:35. Upon resale the
12 amount would be deducted from the amount owed by Mr. Thundercloud. *Id.*, 09:22:50.

13 14. Mr. Thundercloud agrees that he should pay what is fair, including the outstanding
14 mortgage, but contests paying \$134,991.71, for damages and restoration of his former residence.
15 *Id.*, 09:54:09. Specifically, Mr. Thundercloud asserts that he should not have to pay for the
16 damages and restoration due to the length of time that has passed since he vacated the home. *Id.*
17

18 **DECISION**

19
20 The CONSTITUTION OF THE HO-CHUNK NATION (hereinafter CONSTITUTION) establishes
21 the scope of the Court's subject matter jurisdiction, limiting judicial review to "cases and
22 controversies . . . arising under the Constitution, laws, customs and traditions of the Ho-Chunk
23 Nation." CONST., ART. VII, § 5(a); *see also Ho-Chunk Nation v. Harry Steindorf et al.*, CV 99-
24 82 (HCN Tr. Ct., Feb. 11, 2000), *aff'd*, SU 00-04 (HCN S. Ct., Sept. 29, 2000). Therefore, when
25 the Court confronts a contractual dispute, it must be capable of identifying a fount of law from
26 which the cause of action flows. In this regard, the Court has previously indicated that the Ho-
27 Chunk Nation Legislature may create law in conjunction with and as a consequence of its
28

1 constitutional authority to enter into a contract or agreement. *Ho-Chunk Nation v. B & K*
2 *Builders, Inc. et al.*, CV 00-91 (HCN Tr. Ct., June 20, 2001) at 10-11; *see also* CONST., ART. V,
3 § 2(a), (i). The Legislature may also delegate this power to the Executive Department, which
4 clearly possesses the authority to administer the law in such contexts. CONST., ART. VI, § 2(a),
5 (k-l).
6

7 The Court must only validate the delegations in order to examine the law embodied
8 within the terms of the contractual agreement. The defendant has not alleged a defect in the
9 delegation of signature authority. The Court consequently focuses its examination upon the
10 contractual language as set forth, in part, in the above *Findings of Fact*. The Court exercises
11 subject matter jurisdiction over the dispute by virtue of the valid contract.
12

13 The plaintiffs request relief in the amount of \$260,585.46, representing the purchase price
14 of the home, associated damages, and attorney's fees. *Compl.* at 16. The mortgage entered into
15 by the parties provides that the "[m]ortgagor shall pay all *reasonable costs and expenses* before
16 and after judgment." *Pl. Ex. 4* (emphasis added). In Wisconsin foreclosure proceedings, the
17 foreclosed property must be sold before the court will address any deficiencies outstanding on
18 the mortgage. WIS. STAT. § 846.04(1). In the instant case, the plaintiffs purchased the home at
19 the sheriff's sale and are now seeking reimbursement from the defendant for the purchase price.
20

21 The Court is hesitant to grant this request for two reasons. First, the plaintiffs are seeking
22 to recover nearly three times the original mortgaged amount. Neither party provided any
23 documentation regarding how much was owed on the mortgage at the time of foreclosure. The
24 record indicates that the defendant did make some payments toward the mortgage. LPER,
25 09:31:46 CDT. The Court is unsure why foreclosure proceedings did not commence until four
26 (4) years after the defendant stopped making payments. Furthermore, the Court remains
27
28

1 unaware as to why the defendant lived in the home for four (4) years without paying anything
2 toward the mortgage. Second, the plaintiffs indicate that the house is unoccupied and ready for
3 sale. *Id.*, 09:22:35, 09:22:48. Upon resale the amount would be deducted from the amount owed
4 by Mr. Thundercloud. *Id.*, 09:22:50.

6 Mr. Thundercloud should be responsible for reasonable costs and fees associated with the
7 unpaid mortgage. The parties failed to provide evidence regarding how much was owed on the
8 mortgage at the time of the foreclosure, and the facts which were presented to the Court establish
9 that the Ho-Chunk Nation was the only bidder, purchasing the property at above fair market
10 value. Nonetheless, the Court finds that Mr. Thundercloud is indebted to the Ho-Chunk Nation
11 for \$125,593.75. The Court grants recognition of the foreign orders pursuant full faith and credit
12 and/or comity. *HCN R. Civ. P. 73 (A)*; see e.g. *U.W. Stevens Point v. Orbert S. Goodbear*, CV
13 96-32 (HCN Tr. Ct., Sept. 27, 1996) and *David W. Deere v. Peggy S. Deere*, CV 98-58 (HCN Tr.
14 Ct., Dec. 1, 1998). The Court must begin from a position of respect for its federal and state
15 counterparts, especially in the absence of any allegations undermining the jurisdictional and
16 procedural requisites of those respective courts. To function otherwise could result in a
17 disruption of the sometimes fragile balance of power shared amongst the separate sovereigns,
18 and potentially lead to the endangerment of an individual's rights. Nonetheless, the Court cannot
19 properly calculate the costs owed to the plaintiffs until the property is resold and the resale
20 amount is deducted from Mr. Thundercloud's outstanding debt.¹ **THEREFORE**, the Court
21 declines to assess the actual amount owed by Mr. Thundercloud on the mortgage until such time
22 as reasonable costs may be properly calculated.

26
27 ¹ The Court is unclear as to why the plaintiffs are seeking reimbursement for the purchase price of the property prior
28 to selling the foreclosed property. In a previous case, the plaintiffs did not seek reimbursement for the purchase of a
foreclosed property until after the property was resold and the resale cost was deducted from the total damages owed
by the defendant. See *HCN Dep't of Housing HOP v. Wendy Jo Williams*, CV 07-60 (HCN Tr. Ct., Feb. 4, 2008) at
6-7.

1 In addition to seeking costs associated with the purchase of the foreclosed property, the
2 plaintiffs are also seeking \$132,441.71 for damages and costs associated with the restoration of
3 the property. *Compl.* at 16. Under the *Mortgage*, Mr. Thundercloud is responsible for any
4 reasonable costs and fees required under the mortgage covenants. Specifically, Mr.
5 Thundercloud shall be responsible for any outstanding bills or property taxes due on the property
6 while under his control. In accordance with the mortgage covenants, he is responsible for any
7 necessary repairs associated with the as required under the mortgage “to keep the Property in
8 good and tenantable condition and repair, and to restore or replace damaged or destroyed
9 improvements and fixtures.” *Pl. Ex. 4.*

12 The plaintiffs provided the Court with an extensive list of approximately one-hundred
13 eighteen (118) exhibits listing all expenses and bills paid by HOP from March 8, 2005 –
14 February 3, 2010, in connection with the foreclosed property. *Petitioner’s Final Ex. List* at 2-10.
15 As legal ownership of the property transferred to HOP on October 19, 2006, the Court cannot
16 justifiably find Mr. Thundercloud responsible for utilities, property taxes, or insurance payments
17 arising after HOP obtained legal ownership. Further, it is unreasonable to require Mr.
18 Thundercloud to pay bills incurred up to four (4) years after HOP obtained legal ownership of
19 the property. The defendant had no control over how long it would take HOP to prepare the
20 property for resale. Therefore, the Court finds that Mr. Thundercloud maintains a contractual
21 obligation to reimburse the Nation for utilities, property taxes, and insurance payments incurred
22 while he maintained legal ownership of the property:
23
24

- | | | |
|----|---|------------|
| 25 | 1. 2004 Property Taxes—Jackson County | \$2,386.03 |
| 26 | 2. 2005-2006 Home Owner’s Insurance – American Family Insurance | \$554.00 |
| 27 | 3. 2005 Property Taxes – Village of Merrilan | \$2,387.50 |

28

- 1 4. 2006-2007 Home Owner's Insurance – American Family Insurance \$87.50²
- 2 5. October 3, 2006 Electric Electrical Services – Village of Merrilan \$30.68
- 3 6. November 13, 2006 Water Service – Village of Merrilan \$82.04
- 4 7. 2006 Property Taxes – Jackson County \$1,466.53.³

6 The mortgage covenants further require that: “[the m]ortgagor . . . pay all reasonable
7 costs and expenses before and after judgment, including without limitation, attorneys’ fees
8 environmental assessments, inspections and audits and fees and expenses for obtaining title
9 evidence incurred by Lender in protection or enforcing its rights under this Mortgage.” *Pl. Ex. 4*.
10 Therefore, Mr. Thundercloud is responsible for costs associated with the foreclosure and any
11 environmental assessments required to protect the property. Additionally, Mr. Thundercloud is
12 responsible for the below costs:
13

- 14 1. September 7, 2006 Publication for Sherriff's Sale \$216.64
- 15 2. October 16, 2006 Water and Sewer Assessment – Village of Merrilan \$5,400.00
- 16 3. March 20, 2008 Title Search – Black River Abstract \$60.00
- 17 4. March 26, 2008 Jackson County Register of Deeds Filing Fees \$41.00
- 18 5. May 8, 2008 Jackson County Clerk of Court for copies \$16.25
- 19 6. Attorney Fees \$2,500.00
- 20 7. Court Filing Fee \$50.00

21 Finally, as Mr. Thundercloud had a contractual obligation to maintain the property and
22 make repairs, he shall be responsible for those costs associated with essential repairs. *See Pl. Ex.*
23
24

25
26 ²The total amount home owners insurance owed was \$525.00 for August 2006 – August 2007. Mr. Thundercloud
27 shall only be responsible for the amount due while the property was legally his. Since HOP obtained legal title for
28 the property in October 2006, Mr. Thundercloud is only responsible for two (2) months of the homeowners
insurance. The amount indicated above reflects that prorated amount.

³ The amount is prorated to reflect the amount owed by Mr. Thundercloud while he maintained legal ownership of
the property – January 2006- October -2006.

1 4. The plaintiffs spent approximately \$95,000 remodeling the property. Admittedly, the plaintiffs
2 stated that only a portion of the damages requested were spent to bring the property up to livable
3 standards. LPER, 09:41:16 CDT. Further review of the exhibits submitted by the plaintiff,
4 suggests that a majority of the repair costs are unreasonable as they are more properly classified
5 as remodeling costs. For example, the plaintiffs seemingly installed new doors and windows
6 twice; first in 2007, then again in 2009. Additionally, the plaintiffs are attempting to require the
7 defendant to pay for a new deck. The Court cannot justify the replacement of all doors and
8 windows twice and the installment of a deck, as they do not represent essential repairs.
9

10 Thus, the Court will only hold Mr. Thundercloud responsible for reasonable repair costs
11 associated with bringing the property up to livability standards that likely depreciated while
12 under his legal ownership. At the *Trial*, Director Ybarra stated that the essential repairs included
13 refurbishment of the cabinets, walls/ceiling, and floors, due to a leak in the roof and water pipes.
14 *Id.*, 09:35:50. Furthermore, Mr. Thundercloud shall be responsible for the following
15 damages/repairs:
16

- | | | |
|----|---|-------------------------|
| 17 | 1. March 8, 2007 Dumpster – Waste Management | \$876.67 |
| 18 | 2. April 10, 2007 Cleaning & Repairs – Cindy’s Cleaning & Carpentry | \$9,593.12 ⁴ |
| 19 | 3. August 31, 2007 Installation of Sewer Line – Halverson Plumbing | \$278.00 |
| 20 | 4. November 30, 2007 Roof – Bertrang Roofing | \$5,587.00. |

21
22
23 **THEREFORE**, the Court holds that under the mortgage covenants Mr. Thundercloud is
24 responsible for reasonable costs and fees incurred as a result of his ownership of the property, in
25 the amount of \$32,062.29. However, due to the pending resale of the home, the Court shall not
26

27 ⁴The Court is limiting the amount of Mr. Thundercloud’s reimbursement costs to those costs associated with the
28 essential damages highlighted by Director Ybarra (i.e. floors, wall/ceiling, and cabinets). The actual amount charged
is \$5,474.00 for the building materials required to repair the essential damages, which constitutes approximately
twenty-four percent (24%) of the building material costs. The additional \$4,119.12 equals twenty-four percent
(24%) of the labor costs.

1 enforce the debt owed by the defendant until such time as the house is resold. No money shall be
2 deducted from Mr. Thundercloud's per capita distribution, until after the resale amount is
3 credited against the total indebtedness of \$157,656.04, established by this Court.
4

5 **THUS**, the Court **ORDERS** HOP to resell the property as soon as possible, and provide
6 proper documentation to the Court. Once the Court receives documentation regarding the actual
7 sale of the property, the resale amount shall be deducted from the total debt owed by Mr.
8 Thundercloud to the Ho-Chunk Nation, and the Court will enter an order directing the remaining
9 amount to be deducted from Mr. Thundercloud's future per capita distributions.
10

11 **IT IS SO ORDERED** this 8th day of March 2011 by the Ho-Chunk Nation Trial Court
12 located in Black River Falls, Wisconsin within the sovereign lands of the Ho-Chunk Nation.
13

14  SgPlus1
03/08/2011 03:47:33 pm

15 Honorable Amanda L. Rockman⁵
16 Associate Trial Court Judge
17
18
19
20
21
22
23
24
25
26
27
28

⁵The Court would like to thank Staff Attorney/Law Clerk Rebecca L. Maki for her assistance in drafting this order.

