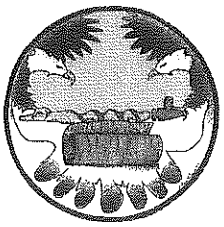
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS CIVIL DIVISION OF TRIBAL COURT
7500 Odawa Circle, Harbor Springs, MI 49740 **Ph 231-242-1464 Fax 231-242-1470**



LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS,
Plaintiff,

v.

CASE NO: C-091-0810
Hon. Chief Judge JoAnne Gasco

Gold Shield Shuttle Service and Derrick Knox
Defendants.

_____/

Gold Shield Shuttle Service
3375 Merriam Street
Muskegon, MI 49444
(231) 739-4600

Derrick Knox
3375 Merriam Street
Muskegon, MI 49444
(231) 739-4600

Allie Greenleaf Maldonado
Attorney for Plaintiff
7500 Odawa Circle
Harbor Springs, MI 49740
(231)-242-1403

ORDER GRANTING DEFAULT JUDGMENT

Facts:

1. Plaintiff filed this action on August 27, 2010. Plaintiff is the Little Traverse Bay Bands of Odawa Indians (LTBB), a sovereign nation and federally recognized Indian Tribe under Public Law 103-324.
2. Defendant, Gold Shield Shuttle Service, is a tour company organized and existing under the laws of the State of Michigan with its principal and registered offices located at 3375 Merriam Street, Muskegon, Michigan.
3. Odawa Casino Resort is an economic instrumentality and a subordinate entity of the Little Traverse Bay Bands of Odawa Indians with headquarters located in Petoskey, Michigan and is within the Little

Traverse Bay Bands of Odawa Indians reservation boundary. The Odawa Casino Resort is located on Little Traverse Bay Bands of Odawa Indians trust land.

4. Plaintiff alleges in the complaint that on May 15, 2009 Defendant Gold Shield's employee Robert Frederick Hughes III was operating a bus owned by Defendant Gold Shield Transport as its agent, and parked in an area blocking a crosswalk at the Odawa Casino Resort, 1760 Lears Road, Petoskey, MI 49770. Hughes was asked by the Casino's valet attendant to move it from that location.
5. Plaintiff further alleges that the vehicle owned by the Defendant Gold Shield and operated by Hughes did negligently strike a portion of the Odawa Casino Resort overhang which resulted in extensive damage. The cost of the repairs was Twenty-Nine Thousand, Nine-Hundred and Fifty Six Dollars, and Twenty-four cents ($29,956.24).
6. Plaintiff attempted unsuccessfully to contact and obtain Defendant Gold Shield's insurance information. Plaintiff then processed the incident under their insurance which resulted in Plaintiff paying Twenty-five Thousand Dollars ($25,000) for the deductible.
7. Plaintiff claims to have made numerous attempts to contact Defendant through mail, email, and telephone to resolve this matter. This has proven unsuccessful and therefore Plaintiff filed this complaint on August 27, 2010.
8. On August 23, 2010, a Proof of Service was signed and included with the complaint which showed that Gold Shield Service was personally served.
9. Notice of Hearing for the Pre-Trial Conference was mailed to Defendant by First-Class mail on October 05, 2010. This hearing had to be rescheduled to October 27, 2010. Another Notice of Hearing was mailed by First-Class mail on October 18, 2010.
10. Defendant did not respond to the Complaint and did not attend the Pre-Trial Conference held on October 27, 2010. Plaintiff requested a Default Judgment at the Pre-Trial Conference.
11. The Court held another Pre-Trial Conference on January 05, 2011. Defendant did not attend the Pre-Trial Conference and has not been in contact with the Court or Plaintiff since the filing of the original complaint on August 23, 2010.

Conclusions of Law:

1. Default Judgments are governed by the Little Traverse Bay Bands of Odawa Indians Rules of Civil Procedure (LTBBRCP) more specifically LTBBRCP Rule XXIV and Rule XXII.

Rule XXIV. Default Judgment:

Section 1. Entry of Default.
When a party against whom a judgment for relief is sought has failed to plead or otherwise defend, his or her default may be entered by the clerk and judgment by default granted. Once the default is entered, no further notice to the defaulting party of any action taken or to be taken need be given.

Section 2. Judgment by Default.
Judgment by default may be entered by the clerk if a party's claim against the opposing party is for a sum of money which is or can by computation be made certain and if the opposing party has been personally served within the exterior boundaries of the Little Traverse Bay Bands of Odawa Indians Reservation. Otherwise, judgment by default can be entered only by the Court upon receipt of whatever evidence the Court deems

necessary to establish the claim. No judgment by default shall be entered against the Little Traverse Bay Bands of Odawa Indians.

Section 3. Setting Aside Default.
The Court may, for good cause shown, set aside either an entry of default or default judgment.

Rule XXII. Judgment and Costs

Section 2. Types of Relief Which May Be Granted.

(b) Judgment by default. A judgment by default shall not be different in kind from, or exceed an amount, that specifically prayed for in the complaint or petition.

2. Plaintiff provided the additional documentation as requested in the December 02, 2010 court order.
3. The Court Clerk mailed notice of the Pre-Trial to the two addresses listed in the case file to ensure that Defendant received the notice and to provide Defendant an opportunity to attend the 2nd Pre-Trial Conference. One notice was mailed to the address of record while the other one was mailed to the address where the complaint was originally served. The notice that was mailed to the address of where the complaint was originally served was returned. While the notice that was mailed to the address of record was not returned. Therefore, notice was mailed to the appropriate address and Defendant was provided an opportunity to respond and defend himself.
4. Defendant was personally served with the complaint on August 23, 2010. Defendant has not responded to the original complaint. Defendant has not responded to the Pre-Trial Conference notice. Defendant has not returned phone calls, emails, or court correspondence. Therefore, Defendant has not defended himself against the complaint filed on August 23, 2010.
5. Plaintiff requested relief in the complaint in the amount of $27,737.20. That includes compensatory damages for the reimbursement of the insurance deductible in the amount of Twenty-Five Thousand Dollars ($25, 000.00), attorney's fees in the amount of One Thousand Nine Hundred Sixty- Six Dollars and Eleven Cents ($1,966.11), filing fee in the amount of Twenty-Five Dollars ($25.00), process service fee in the amount of Thirty-Five Dollars ($35.00), and interest at a rate of 3.25% (prime on 10/27/10) in the amount of Seven Hundred Eleven Dollars and Nine Cents ($711.09).

WHEREFORE IT IS HEREBY ORDERED THAT:

1. A Default Judgment is entered against Defendant, Gold Shield Shuttle Service and Derrick Knox, in the amount of $27, 737.20 in accordance with the Little Traverse Bay Bands of Odawa Indians Rules of Civil Procedure (LTBBRCP).

01/06/11
Date

JoAnne Gasco, LTBB Chief Judge