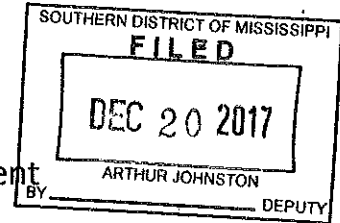


Defendent Connie Skenandore  
Respondent to Motion for Summary Judgement



I Connie Skenandore the sister of the decendent of Daniel Parker would like to move for Motion for Summary Judgement in regards to the proceeds of Chesapeake life insurance policy #N081101931.

STATEMENT

1. Gathel Parker had been the orginal beneficiary of Chesapeake Lif insurance policy #N081101931 issued to the deceased of Daniel R Parker in the amount of \$20,000.00.

My brother Daniel had resided in Green Bay, WI. and Gathel Parker resides in Hickory, MS. On January 13th, 2016 they have been divorced. In the divorce decree it states both parties may change their beneficiaries on their insurance and other documents instruments. In the Divorce Judgment on page 3 #8 on letter C.

2. Daniel Parker called Chesapeake Insurance Company the week of July 15th, 2015 to have the beneficary changed. Daniel was very hard of hearing, once Daniel would have the person from Chesapeake Insurance on the phone he would have to give his permission for myself his sister Connie to speak for Daniel. Of course conversation would be recorded. Chesapeake said they would send the correct forms to change the information, and I Connie would send them back with the correct information to Chesapeake Life Insurance Company. The change of beneficary is authentic, there is no undue influence and financial exploitation. This is what my brother Daniel wanted. Galen Metoxen is my son Connie Skenandore. Galen Metoxen spent his time daily with his Uncle Daniel Parker, Galen would do things around the house what Daniel wanted done. It gave Galen the time that his Uncle Daniel had left on this earth. Daniel would always that Galen his nephew was the son

that he never had.

The information is attached as Exhibit B, under the instructions - BENEFICIARY CHANGE REQUEST, Primary Connie R. Skenandore (Irrevocable Beneficiary) 100%, Contingent Phillip D. Skenandore, Percentage 100%, disinterested party signed as Galen Metoxen. Please see attached The Chesapeake Life Insurance, page 2, and page 6 of Exhibit B.

3. Daniel Parker came home in early August of 2014. He did not make any changes to the beneficiaries until he had made out his Power of Attorney over his finances and health. Daniel on every first of the month would withdraw \$800.00 to \$1000.00. Daniel would put some on his prepaid card and keep cash on hand if he needed it. He liked to shop and cook so he always kept cash on hand. Daniel always looked forward to taking a drive, I (Connie) his sister, I would spend as much time as we could together doing things.

I have attached these documents. Pages 1 and 2 Exhibit C & D

4. On September 19th, 2016 Daniel was feeling ill, and our mother Shirley Hill came and she looked at Daniel and told myself Connie to dial 911. Daniel was transferred to the hospital. He stayed a few days, and I Connie brought him home. Before Daniel came home in early August Daniel was very sick in Mississippi, a little over 7 years my brother Daniel had to have his stomach removed, the doctors did not expect Daniel to live more than 3 months. Doctors inserted a feeding tube in. His wife Gathel Parker at the time had left Daniel and went to Nebraska. At that time Daniel's feeding tube fell out, and he decided to pack a suit case and drive home to Wisconsin. This is when he came to stay with me (Connie) his sister.

Attached is his release form. Exhibit E.

5. Daniel became ill on September 26, 2016, Daniel was admitted to the hospital, this time it was when I (Connie) sister knew that Daniel was very ill. My mother Shirley Hill and family knew that he was fading away from us. The doctors informed us there was nothing more they could do for him. Daniel knew he was nearing the end of his life. I

(Connie) brought him home with family around him and took care of him and made him comfortable until he passed away on October 6th, 2016

Please see Attached Hospital Release Exhibit F

6. When Daniel returned home in early August from Mississippi he lived with me (Connie) and my family for a few days and then Daniel went to a hotel the Extended Stay. I (Connie) would go to see Daniel every day to see if he would need anything like groceries and take him to his errands. He was proud to have something he could call his own when he purchased his home. Daniel then asked if I (Connie) would move in with him, Daniel said I would take care of the house and my husband Phillip would be responsible for the yard and fixing around the house. My mother Shirley Hill was here daily. This is when Daniel decided to purchase a home under the Section 184 Program. This program is for Native Americans. This is where he purchased a home at 2586 Zak Lane, Green Bay Wisconsin 54304.

This is Title 6. Property and Land-Chapter 601.1 It is the policy of the Oneida Nation to set out the responsibilities and expectations for persons purchasing and/or managing real property on behalf of the Nation and/or within the Reservation and to provide real property holder's rights and responsibilities. In addition, it is the policy that probated estates shall be settled expeditiously and without undue delay. See information Attached Exhibit G

Request:

I Connie Skenandore is requesting Chesapeake Insurance to consider the proceeds to be sent too myself, I know this is what Daniel wanted he told me (Connie) his sister that this should help me with the house for a little while.

# ONEIDA JUDICIARY

Tsi nu téshakotiya?tolétha?

---

## ONEIDA FAMILY COURT

---

In re the marriage of:

**Daniel R. Parker,**  
Petitioner

and

Case No: 15-DI-026

**Gathel Parker,**  
Respondent

---

## DIVORCE JUDGMENT

---

This case has come before the Oneida Family Court, Honorable Robert Collins II presiding.

This matter came on for a final hearing on the 13<sup>th</sup> day of January, 2016.

Appearing in person: Petitioner, Daniel R. Parker.

Appearing by telephone: Respondent, Gathel Parker.

### Analysis

#### Divorce:

Pursuant to OCL 72.8-4(b), final orders concerning property division and maintenance shall be made at the time the divorce is granted. The court may also order: the restraint of either spouse from, in any manner, interfering with the other; the restraint and enjoining of either spouse or both from the disposing of their individually or jointly owned property, except as approved by the court; and the restoration of a former legal surname. In this case, the court finds that the marriage is irretrievably broken pursuant to OCL 72.8-3(b) and enters orders terminating the marriage.

#### Property Division:

Pursuant to OCL 72.9, the court may issue a property division order to the extent that the court has jurisdiction over the parties to issue the order. The court has considered the factors contained in OCL 72.9-2. The parties have agreed to maintain most of the property that is currently in their possession. Petitioner has requested the award of some of his personal property that is in Mississippi. The court finds this request to be reasonable; however, Petitioner will have to arrange to take possession of this property if Respondent is unable to mail it to him.

#### Maintenance:

In deciding whether to award maintenance, the court considered the factors contained within OCL 72.9-4, the division of property made under OCL 72.9-3, the educational levels of the parties, and the arguments of the parties. The factors that the court found most compelling were:

Post Office Box 19 • Oneida, WI 54155

2630 W. Mason Street • Green Bay, WI 54303

Exhibit A?

the marriage being less than ten years, the physical health of both parties, length of absence from the job market, the earning capacity of the parties, Respondent's home being paid off, and the division of debt. The length of the marriage, Petitioner taking on the marital debt, and Petitioner signing over one of the homes in Mississippi to Respondent weighs against a maintenance award. After taking into account the other factors, the court denies maintenance.

Debt Allocation:

Pursuant to OCL 72.9-3(f), each spouse has a one-half interest in all debts incurred during the marriage for the purpose of marital property or for the support of either or both spouses. Pursuant to OCL 72.9-3(d), the court may alter the equal distribution after considering the factors in OCL 72.9-2 and four other enumerated factors. The factors that the court found most compelling were: the age and physical health of the parties, the earning capacity of the parties, the length of absence from the job market, and the fact that the parties will likely be unable to become self-supporting at a standard of living reasonably comparable to that enjoyed during the marriage as the parties are primarily living off of disability benefits. In lieu of maintenance, the court is granting Petitioner's request to assign him all of the marital debt that was placed on the record at the final hearing.

Findings of Fact

The court finds as follows:

1. The Oneida Family Court has subject matter and personal jurisdiction over this matter pursuant to OCL 72.4-2.
  - a. 120 days have elapsed since the filing of the petition.
  - b. The parties were married on May 25, 2006.
2. Both parties were properly provided notice of this action.
3. Petitioner, Daniel R. Parker, d.o.b. 12/21/1957, resides at a verified address on the Oneida Indian Reservation. Petitioner is an enrolled member of the Oneida Tribe of Indians of Wisconsin.
4. Respondent, Gathel Parker, d.o.b. 05/24/1953, resides at a verified address off the Oneida Indian Reservation. Respondent is not an enrolled member of the Oneida Tribe of Indians of Wisconsin.
  - a. Respondent is not currently pregnant.
5. There were no minor children born to or adopted by the parties during the marriage.
6. At the time of the final hearing, Petitioner requested a divorce. The court, after hearing sworn testimony from both parties, finds there is no reasonable prospect of reconciliation and the marriage is irretrievably broken.
7. Respondent is requesting maintenance.
8. No other divorce action has been commenced or is pending in a court of another jurisdiction and no divorce judgment has been entered by any other court.
9. The parties are encouraged to participate in the peacemaking process in order to reach acceptable solutions to any contested issues in the future. Peacemaking may be arranged by contacting the clerk at (920) 496-7200.

### Conclusions of Law and Judgment

1. The court grants a judgment of divorce. The marriage between the parties is dissolved and the parties are divorced effective immediately.
  - a. Both parties are restrained from interfering with the other in any manner.
  - b. The parties are informed by the court that it is unlawful for any person who is or has been a party to an action of divorce to marry again until six months after judgment of divorce is granted.
2. Petitioner is awarded the residence located at 2586 Zak Lane in Green Bay, Wisconsin.
3. Respondent is awarded the residence located at 5190 Hickory Fellowship Road in Hickory, Mississippi.
  - a. Note: Respondent is encouraged to contact Adult Protective Services in her county of residence to see if there is anything that she can do about the residence that she signed over to her adult son.
4. Both parties shall be responsible for the costs associated with their residence.
5. Petitioner is awarded the eagle feather and military uniform, along with any other personal property that the parties agree on, that is currently stored at Respondent's residence. If Respondent is unable to mail this property to Petitioner, then he is responsible for taking possession of it.
  - a. Both parties shall maintain all other property that is currently in their possession including vehicles and bank accounts.
6. Petitioner shall be responsible for the following debt:
  - a. 100% of the NCB Management/Capital One debt;
  - b. 100% of the Delta Outsource/Vet. Family debt;
  - c. 100% of the Keesler Federal Credit Union debt;
  - d. 100% of the Focus Receivables/Regions Bank debt;
  - e. 50% of any other marital debts; and
  - f. Any other debts in his name that were not incurred during the marriage.
7. Respondent shall be responsible for the following debt:
  - a. 50% of any other marital debts; and
  - b. Any other debts in her name that were not incurred during the marriage.
8. The parties shall transfer title to property of the parties as necessary, in accordance with the division of property set forth in the judgment. The parties are notified that:
  - a. It may be necessary for the parties to take additional actions in order to transfer interests in their property in accordance with the division of property set forth in the judgment, including such interests as interests in real property, interests in retirement and employment benefits, and contractual interests.
  - b. The judgment does not necessarily affect the ability of a creditor to proceed against a party or against that party's property even though the party is not responsible for the debt under the terms of the judgment.
  - c. The parties may change their beneficiaries on their insurance and other documents/instruments.
    - i. An instrument executed by a party before the judgment naming the other party as a beneficiary is not necessarily affected by the judgment and it




may be necessary to revise the instrument if a change in beneficiary is desired.

- d. A deed consistent with the judgment or a certified copy of the portion of the judgment affecting title to real property shall be recorded in the office of the register of deeds of the county in which the real property is located.
9. Respondent's request for maintenance is DENIED.
10. The parties shall file separate tax returns for 2015.
11. Disobedience of the court's order is punishable as contempt, until such judgment is complied with.
12. All previous orders remain in effect other than those modified herein.

IT IS SO ORDERED.

By the authority vested in the Oneida Family Court pursuant to Resolution 05-08-13-A of the General Tribal Council a hearing was held on January 13, 2016 and a divorce judgment signed on January 13, 2016 in the matter of Daniel R. Parker and Gathel Parker. Case #15-DI-026.

  
\_\_\_\_\_  
Robert Collins II  
Family Court Judge

**The Chesapeake Life Insurance Company**  
PO Box 305014  
Nashville, TN 37230-5014

Life Phone : 866-215-5343  
Annuity Phone: 866-215-5343  
Fax : 803-333-4439

JULY 16, 2015

DANIEL D PARKER  
2586 ZAK LANE  
GREEN BAY WI 54304

6-5-2017

Insured Name: DANIEL R PARKER  
Policy Number: N081101931

Dear DANIEL D PARKER:

We have received notification of an address change. Based on this information, effective DECEMBER 05, 2008, our records have been changed to reflect the following mailing address:

DANIEL D PARKER  
2586 ZAK LANE  
GREEN BAY WI 54304

To ensure this change was authorized and processed properly, we have intentionally sent a copy of this letter to you at both your previous and new address. If this new address is incorrect, please let us know.

We do value you as our customer and look forward to the opportunity to provide you the quality services you deserve. Please continue to keep our office informed of any address changes.

If you have any questions, please call the Client Service Center at the number above, Monday through Friday from 8:00 AM to 5:00 PM Central Time.

Sincerely,  
Client Services

Exhibit BL



**The Chesapeake Life Insurance Company**

P.O. Box 305014  
Nashville, TN 37230-5014

Phone:866-215-5343  
Fax:803-333-4439

---

July 30, 2015

DANIEL R PARKER  
2586 ZAK LANE  
GREEN BAY WI 54304

Insured Name: DANIEL R PARKER  
Policy Number: N081101931  
Correspondence Number: 12609288

Dear DANIEL R PARKER:

Thank you for completing and submitting your request for beneficiary change. This letter confirms that we have changed the beneficiary of this policy to:

|   |            |
|---|------------|
| Primary   | Percentage |
| Connie R. Skenandore (Irrevocable<br>Beneficiary) | 100%       |

|                       |            |
|-----------------------|------------|
| Contingent            | Percentage |
| Phillip D. Skenandore | 100%       |

**PLEASE PLACE THIS LETTER WITH YOUR INSURANCE RECORDS FOR FUTURE REFERENCE.**

If you have any questions, please call the Client Service Center at the number above, Monday through Friday from 8:00 AM to 5:00 PM Central Time.

Sincerely,

Client Services

The Chesapeake Life Insurance Company  
PO Box 305014  
Nashville, TN 37230-5014  
1-866-215-5343

## PAYMENT NOTICE

PARKER, DANIEL D  
2586 ZAK LANE  
GREEN BAY WI 54304

| POLICY NO. | INSURED          | DUE DATE | DESCRIPTION           | AMOUNT   |
|------------|------------------|----------|-----------------------|----------|
| N081101931 | PARKER, DANIEL R | 12/05/15 | QUARTERLY PREMIUM DUE | \$242.74 |
| AMOUNT DUE |                  |          |                       | \$242.74 |

### IMPORTANT INFORMATION:

Unless payment is made on or before the date when due or within the specified grace period thereafter, the policy shall terminate or lapse except as to the right to any cash surrender value or nonforfeiture benefit.

*Spoke to  
Jennifer - Jan 28, 2016 -  
160.30 - premiums 80.00 a mo.*

SELF-PROVING AFFIDAVIT

State of Wisconsin  
County of Brown

We, Daniel Parker and \_\_\_\_\_ the testator and the witnesses, respectively, whose names are signed to the foregoing instrument, being first duly sworn, do declare to the undersigned authority all of the following:

1. The testator executed the instrument as the testator's will.
2. The testator signed willingly, or willingly directed another to sign for the testator.
3. The testator executed the will as a free and voluntary act.
4. Each of the witnesses, in the conscious presence of the testator, signed the will as witnesses.
5. To the best of the knowledge of each witness, the testator was, at the time of execution, 18 years of age or older, of sound mind and under no constraint or undue influence.

  
Signature of Daniel Parker

  
Signature of Witness

  
Signature of Witness

Subscribed and sworn to before me by Daniel Parker, the testator, and by  
Connie Abrahamson and Randall C. Fisher, witnesses, this  
4th day of April, 2018.

(Seal)  Norman J. Kinsinger  
Signature of Notary Public

The Chesapeake Life Insurance Company  
P.O. Box 305014  
Nashville, TN 37220-5014

Phone: 866-215-5343  
Fax: 802-333-4439

July 16, 2015

DANIEL R PARKER  
2586 ZAK LANE  
GREEN BAY WI 54304

Insured Name: DANIEL R PARKER  
Policy Number: N081101931  
Correspondence Number: 12394180

Dear DANIEL R PARKER:

Thank you for contacting The Chesapeake Life Insurance Company. Enclosed is the form necessary to request a beneficiary change. Please complete, sign and date the form and return it to our office.

If you have any questions, please call the Client Service Center at the number above, Monday through Friday from 8:00 AM to 5:00 PM Central Time.

Sincerely,

Client Services

Enclosure(s): Instructions-Beneficiary Change Form  
Beneficiary Change Form  
Disclosure

*Veronica Chapman (Sister of Daniel Parker)  
2586 Zak Lane  
Green Bay, WI 54304*

Exhibit 6  
P.2

# The Chesapeake Life Insurance Company

866-215-5343

## BENEFICIARY CHANGE REQUEST/Continued

|                          |                        |
|--------------------------|------------------------|
| Insured: DANIEL R PARKER | Policy No.: N081101931 |
|--------------------------|------------------------|

|                                  |                              |                          |
|----------------------------------|------------------------------|--------------------------|
| <b>CONTINGENT BENEFICIARY 2:</b> |                              |                          |
| NAME:                            | Percentage:                  |                          |
|                                  | Telephone Number:            |                          |
| Mailing Address:                 |                              |                          |
| City:                            | State:                       | Zip:                     |
| SS Number/Tax ID Number:         | Date of Birth/Date of Trust: | Relationship to Insured: |

|  |   |  |                   |
|--|---|--|-------------------|
| <b>Signatures (see instruction sheet for signature requirements):</b>  |   |  |                   |
| <b>Individual, Joint or Multiple Owners Signature Section (All owners must sign.)</b>  |   |  |                   |
| Owner Signature <u>Daniel R Parker</u>   | Date Signed <u>07/21/2015</u>   |  |                   |
| Joint Owner Signature <u>Connie R. Richmond</u>  | Date Signed <u>07/21/2015</u> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">8</span> |  |                   |
| Assignee Signature _____   | Date Signed _____   |  |                   |
| Irrevocable Beneficiary Signature <u>Connie R. Richmond</u>  | Date Signed <u>07/21/2015</u>   |  |                   |
| Disinterested Witness Signature <u>Heather M. [unclear]</u>  | Date Signed <u>07/21/2015</u>   |  |                   |
| <b>Corporate, Partnership or Trust Owned Signature Section</b>   |   |  |                   |
| Printed Name of Corporation, Partnership or Full Name of Trust _____   |   | Date of Trust _____  |                   |
| Printed Name of Corporate Officer or Trustee _____   | Signature of Corporate Officer or Trustee _____   | Title _____  | Date Signed _____ |
| <input type="checkbox"/> I am the sole officer of the corporation listed   |   |  |                   |
| Printed Name of Corporate Officer or Trustee _____   | Signature of Corporate Officer or Trustee _____   | Title _____  | Date Signed _____ |
| <b>Spousal Signature Requirements</b>  |   |  |                   |
| For the protection of both parties, if the owner resides in a Community Property State, we recommend that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form below. |   |  |                   |
| Spouse's Signature _____   |   | Date Signed _____  |                   |
| <b>Notary Signature if required</b>  |   |  |                   |
| Subscribed and sworn to before me this _____ day of _____, 2015  |   |  |                   |
| Signature of Notary (official stamp/seal required) _____   |   | My Commission Expires <u>07/20/16</u> <span style="float: right;">07270</span> |                   |

Received From

**BAY BANK**  
GREEN BAY, WI 54313

# CHECKING WITHDRAWAL

Account Number

Date

May 25, 2016

\* 03040165

One thousand dollars

Dollars

\$

1000.00

Print Name

Connie Skenagore

Signature

Connie Skenagore

NOT NEGOTIABLE - TO BE USED ONLY AT COUNTER BY DEPOSITOR

⑆5110⑉0001⑆

0304⑉0165⑈

115

0001454860

05/25/2016

11:13 AM

DrH 1 TrH 5 SeqH 26

Account 3040165

DDA Withdrawal 1,000.00

>075912770<  
Bay Bank #001  
2016-05-25  
0001454860  
Batch 7573907

Exhibit

C



Received From

**BAY BANK**  
GREEN BAY, WI 54313

# CHECKING WITHDRAWAL

Account Number

Date

*April 29, 2016*

\* 03040165

*one thousand* <sup>00</sup>/<sub>100</sub> Dollars

\$

1000.00

Print Name

*Daniel Parker*

Signature

*[Signature]*

NOT NEGOTIABLE - TO BE USED ONLY AT COUNTER BY DEPOSITOR

⑆5110⑉0001⑆

0304⑉0165⑈

115

0001355313

04/29/2016

10:46 AM

Br# 1 Tr# 9 Seq# 22

Account 3040165

DDA Withdrawal 1,000.00

>075912770<  
Bay Bank #001  
2016-04-29  
0001355313

Exhibit *D*  
*E* *AS*

**WISCONSIN STATUTORY  
POWER OF ATTORNEY FOR  
FINANCES AND PROPERTY  
IMPORTANT INFORMATION**

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed on this form is explained in the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes.

This Power of Attorney does not authorize the agent to make health-care decisions for you.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the Power of Attorney or the agent resigns or is unable to act for you.

Your agent is entitled to reasonable compensation unless you state otherwise in the special instructions.

This form provides for designation of one agent. If you wish to name more than one agent, you may name a co-agent in the special instructions. Co-agents are not required to act together unless you include that requirement in the special instructions.

If your agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a 2<sup>nd</sup> successor agent.

This Power of Attorney becomes effective immediately unless you state otherwise in the special instructions. This Power of Attorney does not revoke any Power of Attorney executed previously unless you so provide in the special instructions.

If you revoke this Power of Attorney, you should notify your agent and any other person to whom you have given a copy. If your agent is your spouse or domestic partner and your marriage is annulled or you are divorced or legally separated or the domestic partnership is terminated after signing this document, the document is invalid.

If you have questions about the Power of Attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

Recording Area ↑

Name and Return Address

Daniel R. Parker

25862ak Ln.

Green Bay, WI 54115

6H-1974

Parcel Identification Number (if any)

*Exhibit C*

### DESIGNATION OF AGENT

I, Daniel e Parker (name of principal), name the following person as my agent:

Name of agent: Connie Skenandore

Agent's address: 2586 Zak Ln, Green Bay WI 54304

Agent's telephone number: 920/370/2013

### DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

If my agent is unable or unwilling to act for me, I name as my successor agent:

Name of successor agent: Phillip Skenandore

Successor agent's address: 2586 Zak Ln

Successor agent's telephone number: 920-370-2013

If my successor agent is unable or unwilling to act for me, I name as my 2<sup>nd</sup> successor agent:

Name of 2<sup>nd</sup> successor agent: Shirley Hill

Second successor agent's address: 2928 Commissioner St Oneida, WI 54155

Second successor agent's telephone number: 920-869-1506

### GRANT OF GENERAL AUTHORITY

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined (see Appendix) in the Uniform Power of Attorney for Finances and Property Act in chapter 244 of the Wisconsin statutes:

(INITIAL each subject you want to include in the agent's general authority.)

|           |  |
|-----------|--|
| <u>NP</u> | Real property  |
| <u>NP</u> | Tangible personal property                                       |
|           | Stocks and bonds   |
| <u>NP</u> | Commodities and options  |
| <u>NP</u> | Banks and other financial institutions                           |
|           | Operation of entity or business                                  |
| <u>NP</u> | Insurance and annuities  |
| <u>NP</u> | Estates, trusts, and other beneficial interests                  |
| <u>NP</u> | Claims and litigation  |
| <u>NP</u> | Personal and family maintenance                                  |
| <u>NP</u> | Benefits from governmental programs or civil or military service |
| <u>NP</u> | Retirement plans   |
| <u>NP</u> | Taxes  |

## IMPORTANT INFORMATION FOR AGENT AGENT'S DUTIES

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must do all the following:

- (1) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest.
- (2) Act in good faith.
- (3) Do nothing beyond the authority granted in this Power of Attorney.
- (4) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

Annul Parker (principal's name) by Connie Alexander (your signature) as agent

Unless the special instructions in the Power of Attorney state otherwise, you must also do all the following:

- (1) Act loyally for the principal's benefit.
- (2) Avoid conflicts that would impair your ability to act in the principal's best interest.
- (3) Act with care, competence, and diligence.
- (4) Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.
- (5) Cooperate with any person that has authority to make health-care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.
- (6) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

## TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include all the following:

- (1) Death of the principal.
- (2) The principal's revocation of the Power of Attorney or your authority.
- (3) The occurrence of a termination event stated in the Power of Attorney.
- (4) The purpose of the Power of Attorney is fully accomplished.
- (5) If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the special instructions in this Power of Attorney state that such an action will not terminate your authority.
- (6) If you are the principal's domestic partner and your domestic partnership is terminated, unless the special instructions in this Power of Attorney state that such an action will not terminate your authority.

### LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes. If you violate the Uniform Power of Attorney for Finances and Property Act in Chapter 244 of the Wisconsin Statutes or act outside the authority granted, you may be liable for any damages caused by your violation.

If there is anything about this document or your duties that you do not understand, you should seek legal advice.

### OPTIONAL SIGNATURE OF AGENT

I have read and accept the duties and liabilities of the agent as specified in this Power of Attorney.

Agent's signature Connie Alexander Date \_\_\_\_\_

**Attached:**

- (1) Agent's certification as to the validity of Power of Attorney for Finances and Property and agent's authority (Optional).
- (2) Appendix: Power of Attorney for Finances and Property Statutory Authority Definitions (Optional).

The following optional form may be used by an agent to certify facts concerning a power of attorney for finances and property:

**AGENT'S CERTIFICATION AS TO THE VALIDITY OF  
POWER OF ATTORNEY FOR FINANCES AND PROPERTY AND AGENT'S AUTHORITY**

State of: Wisconsin

County of: Brown

I, Connie Skerandore (name of agent), certify under penalty of perjury that  
Daniel Parker (name of principal) granted me authority as an agent or  
successor agent in a power of attorney dated \_\_\_\_\_

I further certify that to my knowledge:

- (1) The principal is alive and has not revoked the power of attorney or my authority to act under the power of attorney, and the power of attorney and my authority to act under the power of attorney have not terminated.
- (2) If the power of attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred.
- (3) If I was named as a successor agent, the prior agent is no longer able or willing to serve.
- (4) \_\_\_\_\_  
(insert other relevant statements)

**SIGNATURE AND ACKNOWLEDGMENT**

Agent's signature Connie Skerandore Date 03/06/2015  
Agent's name printed Connie Skerandore  
Agent's address: 25816 Zak Lane, Green Bay, WI 54304  
Agent's telephone number: 920-370-2013

State of: Wisconsin County of: Brown

This document was acknowledged before me on

Date 3/6/15 by (name of agent) Connie Skerandore

Signature of notary Cynthia Kriesen

Name of notary (typed or printed) Cynthia Kriesen

My commission expires: 2/22/2019

This document prepared by: Connie Skerandore



### LIMITATION ON AGENT'S AUTHORITY

An agent who is not my spouse or domestic partner MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the special instructions.

### SPECIAL INSTRUCTIONS (OPTIONAL)

You may give special instructions in the following space

### EFFECTIVE DATE

This power of attorney is effective immediately unless I have stated otherwise in the special instructions.

### NOMINATION OF GUARDIAN (OPTIONAL)

If it becomes necessary for a court to appoint a guardian of my estate or guardian of my person, I nominate the following person(s) for appointment:

Name of nominee for guardian of my estate: Connie Skerandore

Nominee's address: 2586 ZAK LN, Green Bay, WI 54304

Nominee's telephone number: 920/370/2013

Name of nominee for guardian of my person: Connie Skerandore

Nominee's address: 2586 ZAK LN, Green Bay, WI 54304

Nominee's telephone number: 920/370/2013

**RELIANCE ON THIS POWER OF ATTORNEY FOR FINANCES AND PROPERTY**

Any person, including my agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows that the power of attorney has been terminated or is invalid.

**SIGNATURE AND ACKNOWLEDGMENT**

Your signature [Signature] Date 03/26/2015

Your name printed Daniel R. Parker

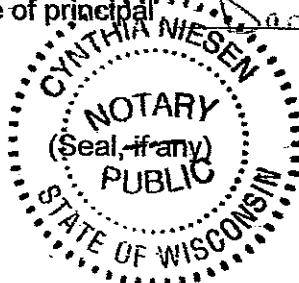
Your address: 2586 2nd Ave, Green Bay, WI 54304

Your telephone number: 920-

State of: Wisconsin County of: Brown

This document was acknowledged before me on

Date 3/16/15 by name of principal Daniel R. Parker

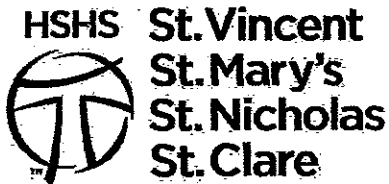


Signature of notary Cynthia Niesen

Name of notary (typed or printed) Cynthia Niesen

My commission expires: 2/22/2019

This document prepared by: Connie Spenshore



## Power of Attorney for Health Care Document

Name: Daniel R. Parker  
First Middle Last

Date of Birth: 12/21/57

Address: 2586 Zak Ln., Deer Bay WI 54304

Telephone: (202) 390-2013 Cell: ( ) Work ( )

Document made this 7 day of March (month), 2015 (year).

I, Daniel R. Parker, being of sound mind, intend by this document to create a Power of Attorney for Health Care. My executing this power of attorney is voluntary. I expect to be fully informed about and allowed to participate in health care decisions for myself as long as I have the capacity to do so. For the purposes of this document, health care decision means an informed decision to accept, maintain, discontinue, or refuse any medical care.

### Copies of this document have been given to:

1. St Vincent
2. Physician's Office
3. Connie
4. Philipp
5. \_\_\_\_\_

If a new document is created, all previous copies should be replaced with a copy of the new one.

### Notice to Person Making this Document:

You have the right to make decisions about your health care. No health care may be given to you over your objection, and necessary health care may not be stopped or withheld if you object.

In some cases your health care providers may not have had the opportunity to establish a long-term relationship with you and are often unfamiliar with your beliefs and values and the details of your family relationships. This poses a problem if you become physically or mentally unable to make decisions about your health care.

In order to avoid this problem, you may sign this legal document to specify the person whom you want to make health care decisions for you if you are unable to make those decisions personally. That person is known as your health care agent. You should take some time to

**discuss your thoughts and beliefs about medical treatment with the person or persons whom you have specified.**

**You may state in this document any types of health care that you do or do not desire, and you may limit the authority of your health care agent. If your health care agent is unaware of your desires with respect to a particular health care decision, he or she is required to determine what would be in your best interests in making the decision.**

**This is an important legal document. It gives your agent broad powers to make health care decisions for you. It revokes any prior power of attorney for health care that you may have made. If you wish to change your power of attorney for health care, you may revoke this document at any time by destroying it, by directing another person to destroy it in your presence, by signing a written and dated statement or by stating that it is revoked in the presence of two witnesses. If you revoke, you should notify your agent, your health care providers and any other person to whom you have given a copy. If your agent is your spouse and your marriage is annulled or you are divorced or your domestic partnership is terminated after signing this document, the document is invalid.**

**You may also use this document to make or refuse to make an anatomical gift upon your death. If you use this document to make or refuse to make an anatomical gift, this document revokes any prior document of gift you may have made. You may revoke or change any anatomical gift that you make by this document by crossing out the anatomical gifts provision in this document.**

**Do not sign this document unless you clearly understand it.**

## **Part I – Appointing a Health Care Agent**

**If I am no longer able to make health care decisions for myself, this document names the person I choose as my agent to make these choices for me. This person will make my health care decisions if I am determined to be incapable to make health care decisions as defined by state law.**

**For the purpose of this document, 'incapacity' exists if two physicians or a physician and a psychologist have personally examined me and signed a statement that specifically expresses their opinion that I am unable to receive and evaluate information effectively or to communicate decisions. A copy of that statement must be attached to this document. If I am unable, due to my incapacity, to make health care decisions, my health care agent is instructed to make health care decisions for me, but my health care agent should try to discuss with me any specific proposed health care if I am able to communicate in any manner, including by blinking my eyes.**

**Note: When selecting someone to be your health care agent, choose someone who knows you well, whom you trust, who is willing to respect your views and values, agrees to carry out your wishes, and is able to make difficult decisions in stressful situations. Take time to discuss this document and your views with the person you pick to be your health care agent and give him or her a copy of this document. Your health care agent must be at least 18 years of age and should not be your health care provider, an employee of that health care provider, an employee of a health care facility in which you are a patient or resident, or a spouse of any of those providers or employees, unless the health care provider, employee or spouse of the provider or employee, is your relative.**

The person I name as my health care agent is:

Name: Connie R. Skenandore Relationship: Sister

Address: W1052 Cty Rd EE Delaer WI 54115

Phone: Home (920) 393-4247 Cell (920) 370-2013 Work ( ) -

If the health care agent listed above is ever unable or unwilling to do so, then I name as my health care agent:

Name: Phillip D. Skenandore Relationship: Brother in Law

Address: W1052 Cty Rd EE Delaer WI 54115

Phone: Home (920) 393-4247 Cell (920) 370-2013 Work ( ) -

If neither of the health care agents listed above is ever unable or unwilling to do so, then I name as my health care agent:

Name: None Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Home ( ) Cell ( ) Work ( )

## Part II – General Authority of the Health Care Agent

Subject to any limitations in this document, if I ever have incapacity, my health care agent has the authority to request and review all information, oral and written, regarding my physical and mental health. This includes signing consent forms to release any medical information to other parties. I will discuss my desires with my health care agent and believe he or she is willing to carry them out.

Note: Please check yes or no in the boxes below. If you do not mark a box in a section and make no clear choice, Wisconsin law states that your choice is considered to be "No".

### 1. Admission to a nursing home or community based residential facility (CBRF):

My health care agent has authority to allow admission to a facility to receive long term nursing care if necessary. (Note: A health care agent automatically has authority to allow admission to a facility for short-term stays.)

☒

Yes

☐

No

Nursing Home

☒

Yes

☐

No

Community Based Residential Facility

### 2. Provision of a feeding tube:

My health care agent has authority to have a feeding tube or IV hydration withheld or withdrawn from me, unless my physician has advised that in his or her professional judgment this will cause me pain or will reduce my comfort.

☒

Yes

☐

No

### 3. Making decisions if I am pregnant:

My health care agent has authority to make decisions for me if I am pregnant.

☐

Yes

☐

No

☒

N/A



## Limitations on Mental Health Treatment

My health care agent may not admit or commit me on an inpatient basis to an institution for mental diseases, to an intermediate care facility for persons with mental retardation, or a state treatment facility. My health care agent may not consent to experimental mental health research or psychosurgery, electroconvulsive treatment or drastic mental health treatment procedures for me.

## Part III – Statement of specific Desires, Special Provisions or Limitations

My health care agent must make health care decisions for me based on the instructions I provide. He or she must act in my best interest consistent with the principles I have stated in this document, or in accord with any wishes I have made known to him or her. Most of what I state here is general in nature, since I cannot anticipate all possible circumstances of a future illness. If I have not given specific instructions, then my health care agent must make decisions consistent with my wishes and beliefs, in accordance with the principles set forth below:

1. *Ordinary* or *proportionate* means shall be used to preserve my life. *Proportionate* means are those that offer a reasonable hope of benefit, are reasonably expected to prolong my life, do not entail an excessive burden or impose excessive expense on my family or community, and do not cause significant physical discomfort.
2. Medical treatments that are *extraordinary* or *disproportionate* means of preserving my life may be withdrawn or avoided. *Disproportionate* means are those that do not offer a reasonable hope of benefit, are not reasonably expected to prolong my life, entail an excessive burden or impose excessive expense on my family or the community, or cause significant physical discomfort.
3. A. In principle, there is an obligation to provide me food and water, including medically assisted nutrition and hydrations if I cannot take food orally. This obligation extends to chronic and presumably irreversible conditions (e.g., the "persistent vegetative state") where I am reasonably expected to live indefinitely, if given such care.  
B. Medically assisted nutrition and hydration become *optional* when they cannot reasonably be expected to prolong my life, do not offer a reasonable hope of benefit, when they would be excessively burdensome or impose excessive expense on my family or my community, or would cause significant physical discomfort.
4. I should not be deprived of consciousness without a compelling reason.
5. I oppose suicide and euthanasia. Treatment or support must not be provided or withheld for the purpose of causing my death.
6. I desire the use of medication or procedures necessary for my comfort. Medicines capable of alleviating or suppressing pain may be given to me, even if this therapy **may indirectly** shorten my life. However, I do not wish to receive such treatment when given for the intent of hastening my death.
7. If my death is imminent, I desire that those treatments which maintain a burdensome prolongation of my life be withdrawn or avoided, unless those responsible for my care judge that there are special and significant reasons why I should continue to receive such treatment.

I also desire that the following be adhered to regarding my health care decisions: \_\_\_\_\_

Please check your choice, if any, in the boxes below.

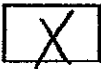
☐

For Catholics: I desire that efforts be made so that I receive the Sacraments of Reconciliation, Anointing of the Sick and Eucharist as Viaticum.

☒

I desire that my spiritual/pastoral leader is contacted. *Methodist*



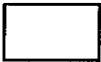


If my life is at an end and there is no reasonable hope for recovery, the medical interventions are non-beneficial, the burdens outweigh the benefits, and are prolonging my dying process, I would like all life-support systems removed. I wish to be kept comfortable and pain free.

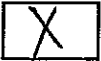
**Donation of My Organs or Tissue (Optional): please check your choice in the box:**



I intend to donate **only** the listed organs and/or tissues \_\_\_\_\_.



I intend to donate **any** organs or tissue.



I **do not** intend to donate any organ or tissue.



I intend to donate my body to medical science. **Note:** Donating your body to medical science needs to be arranged ahead of time.

**Part IV – Making the Document Legal**

This document created pursuant to Chapter 155 of the Wisconsin Statutes must be signed and dated in the presence of two witnesses with both witnesses signing at the same time. I am thinking clearly and agree with everything that is written in this document and have made this document willingly.

Signature

3/7/15

Date

**Statement of Witnesses:**

I know the person creating this document and believe him/her to be of sound mind and at least 18 years of age. I personally witnessed him/her sign this document and believe he/she did so voluntarily. By signing this document as a witness, I certify that I am:

- At least 18 years of age.
- Not a health care agent appointed by the person creating this document.
- Not related to this person by blood, marriage, or adoption.
- Not directly financially responsible for this person's health care.
- Not a health care provider directly serving the person at this time.
- Not an employee (other than social worker or chaplain) of a health care provider directly serving this person at this time.
- Not aware that I am entitled to or have a claim against this person's estate.

**Witness #1: Date** 3/7/15

**Witness #2: Date** 3/7/15

Signature

Print Name

Mary Salm BCC  
835 S. Van Buren St.  
Green Bay, WI 54301

Address

Signature

Print Name

Kristine Miller M.D., C.A.B.C.

Address

835 S. Van Buren  
Green Bay WI 54301

## Statement of Health Care Agent and Alternate Health Care Agent

I understand that Daniel R. Parker has designated me to be his or her health care agent or alternate health care agent if he or she is ever found to have incapacity and unable to make health care decisions. The person creating this document has discussed his or her desires regarding health care decisions with me.

<sup>Co-agent</sup>  
Agent's Signature/Date

Emmie Skene Doe, 03/07/2016

<sup>Phillip</sup>  
Alternate's Signature/Date

Alternate's Signature/Date

This document includes information from the State of Wisconsin form as well as the addendum by the five Catholic Bishops' of Wisconsin (3/5/14).

Revised 1/22/15

Pulse: 116  
Resp: 9  
SpO2: 99%

Physical Exam

Constitutional: He is oriented to person, place, and time.

**Chronically ill very cachectic poorly nourished gentleman**

HENT:

Head: Normocephalic and atraumatic.

Mouth/Throat: No oropharyngeal exudate.

Eyes: EOM are normal. Pupils are equal, round, and reactive to light. Right eye exhibits no discharge.

Neck: Normal range of motion. Neck supple. No thyromegaly present.

Cardiovascular: Normal rate and regular rhythm.

No murmur heard.

Pulmonary/Chest: Effort normal and breath sounds normal. No stridor. He has no wheezes. He has no rales.

**Ribs are clearly defined. Breath sounds clear and equal but rhonchi noted diffusely**

Abdominal: Soft. Bowel sounds are normal. He exhibits no distension. There is no tenderness. There is no rebound and no guarding.

Musculoskeletal: Normal range of motion.

Lymphadenopathy:

He has no cervical adenopathy.

X Neurological: He is alert and oriented to person, place, and time. No cranial nerve deficit.

**Patient orientated x3 but at times difficult to keep on task when obtaining history**

Skin: Skin is warm and dry. No rash noted. No erythema.

X Psychiatric: He has a normal mood and affect. His behavior is normal. Judgment normal.

Nursing note and vitals reviewed.

**ED Course**

Procedures

MDM

Results for orders placed or performed during the hospital encounter of 09/19/16

XR CHEST PORTABLE

Narrative

INTERPRETATION LOCATION: Prevea Clinic

PROCEDURE: XR CHEST PORTABLE

VIEW(S): AP upright

DATE: 9/19/2016 1:38 PM

COMPARISONS: None.

CLINICAL INDICATION: 58 years Male

Exhibit E

- Parkinson's Disease      Father
- Hypertension      Father
- Heart Disease      Father
- Heart Disease      Sister
- Heart Disease      Brother

**Social History****Substance Use Topics**

- Smoking status:      Current Every Day Smoker
- Packs/day:      0.25
- Years:      35.00
- Types:      Cigarettes
- Smokeless tobacco:      Never Used
- Alcohol use      21.0 oz/week
- 21 Cans of beer per week

**Prior to Admission medications**

| Medication  | Sig  | Start Date | End Date | Taking ? | Authorizing Provider |
|---|--|------------|----------|----------|----------------------|
| Cholecalciferol (VITAMIN D3) 3000 UNITS Tab           | Take 1 tablet by mouth daily.                                  |            |          |          | Doc Abstract         |
| ferrous sulfate 325 (65 FE) MG tablet                 | Take 325 mg by mouth daily with breakfast.                     |            |          |          | Doc Abstract         |
| folic acid 1 MG tablet                                | Take 1 mg by mouth daily.                                      |            |          |          | Doc Abstract         |
| hydrocodone-acetaminophen 5-325 MG per tablet         | Take 1 tablet by mouth every 6 (six) hours as needed for Pain. |            |          |          | Doc Abstract         |
| morphine 15 MG tablet                                 | Take 15 mg by mouth every 4 (four) hours as needed.            |            |          |          | Doc Abstract         |
| multivitamin tablet                                   | Indications: Pain<br>Take 1 tablet by mouth daily.             | 3/21/16    |          |          | Shirley N Tetteh, MD |
| oyster shell calcium 500 mg, elemental, 500 MG tablet | Take 1 tablet by mouth 2 (two) times daily.                    | 3/12/15    |          |          | Emily Seewald, NP    |
| Thiamine HCl 50 MG Tab                                | Take 1 tablet by mouth daily.                                  |            |          |          | Doc Abstract         |

No Known Allergies

**Review of Systems****Review of Systems**

Review of systems for the most part unremarkable other than described above

**Physical Exam****Filed Vitals:**

09/19/16 1015  
BP: 91/52

Parker, Daniel R

MRN: 55487689  
Description: 58 year old male

**Consults** Date of Service: 9/26/2016 11:37 AM

Stephanie A Julius, APNP  
Palliative Care

**Consult Orders:**

1. ~~Consult To Palliative Care~~ [71647839] ordered by Alin Sora, MD at 09/26/16 1052

**Palliative Service Quality in Life Team Initial Consult**

**Reason for consult:** Assistance with goal setting and clarification as well as assistance with care management, comfort versus aggressive care.

This patient was referred by Dr. Sora.

**Impression and Plan:**

1. Received -Activated
  - A. POAs: Connie Skenandore (sister), Phillip Skenandore (brother in law)
  - B. Activation Yes
2. Massage Therapy No
3. Hospice consult No
4. Outpatient Palliative consult No
4. Child Life consult No
5. Will continue to follow until discharge.
6. Symptom and recommendations:

Goals of care/ support- Mr. Parker and family's main goal is to return home with family support. Multiple tests and procedures today, Pulmonology consult pending. Overall sense of approaching "the end." Family is familiar with hospice, have worked with Unity in the past. Aware they may ask for hospice and arrangements to return home depending on results of today's interventions and possible treatment recommendations. He'll likely qualify for hospice based on hypoalbuminemia/ failure to thrive.

Chronic back pain- Chronic since gastrectomy 7 years ago, takes morphine ER TID and vicodin PRN. Morphine IR elixir working better than home interventions. Increased difficulty swallowing, avoiding pills as able. Would avoid restarting morphine ER at this time if unable to safely swallow. I also question how much of the morphine ER was actually effective given his altered digestive system. Other long acting oral formulations include methadone elixir or fentanyl patch (but very little subcutaneous tissue). Home MEDD >90mg, if not adding long-acting coverage could otherwise schedule morphine IR q6h with additional available PRN.

Will also add bowel prophylaxis. LBM 9/21.

*Exhibit 8F*

- Heating pad
- Menthol gel to neck and back, avoid open skin

Thank you for allowing Palliative Services to assist with this patient and family's care.

#### **Patient/Family Goals**

1. DNR
2. Community Code Status: not addressed
3. Discharge goals: home
4. Event or functional goals: control pain
5. Wish for aggressive vs. Comfort care: limits to aggressive care, considering comfort

#### **History of present illness/symptoms:**

Reason for admission: progressive shortness of breath, weakness, confusion, cough, and sputum production.

Please see Dr. Tetteh's H&P of 9/19/16 for more details related to this admission. Gastroenterology, Surgery, and Pulmonology consults.

9/23 Unable to place gastrostomy tube in 3cm gastric pouch. Surgery to see for surgical jejunostomy tube placement.

- ✓ 9/24 CT chest- *IMPRESSION: Increasing pleural effusions with associated atelectasis. Mixed alveolar and interstitial infiltrates which appear to have progressed significantly since last exam. Diffuse low-attenuation in the liver as discussed above.*

9/25 High risk surgical candidate, may be a candidate for a percutaneous jejunostomy by IR although similar morbidity to surgical jejunostomy placement.

- ✓ 9/26 Pulmonology consult for interstitial lung disease as per CT.
- ✓ 9/26 R Thoracentesis- 860ml aspirated.

S: Spoke with Mr. Parker, his sister Connie, and additional family/visitors. Mr. Parker states he is having spine pain to neck and back. Very uncomfortable after the thoracentesis and positioning. Just received morphine dose. Heat sometimes helpful at home, they also use a special herbal lotion. He was taking long-acting morphine 3 times daily with vicodin PRN. The liquid morphine here seems to be working faster and better than morphine ER tabs at home. Dose seems helpful. Limited movement, he has to stay at least 45 degrees to prevent aspiration. Was walking until about 3 weeks ago when he started declining.



gastrectomy, thought he might only have months. Now 7 years later. They note that he had good time since, but feel that he is nearing "the end." They hope that he will be able to return home and spend his time with family. Aware of hospice. They have cared for multiple family members at the end of life. Worked with Unity in the past. He had many tests today and another doctor to meet yet. They note that many of the treatments have seemed to have too many negatives, unable to safely do tube feeding. No other questions or concerns, anticipating testing results as they become available.

O: Mr. Parker is resting in bed, appears uncomfortable. Grimacing and gripping his neck. Limited repositioning due to head of bed requirements and pain. Kyphotic spine. Cachectic. Very hard of hearing.

In the past 24 hours:

Chronic back pain rated 5-7/10

Alprazolam 0.25mg TID PRN x0

Vicodin 5/325mg q6h PRN x0

Morphine IR elixir 15mg q4h PRN x4

MEDD= 60mg

Pertinent home medications: vicodin 5/325mg q6h PRN, morphine 15mg q4h PRN?

WI Prescription Drug Monitoring Website data/year: In the past year, multiple scripts for morphine ER 30mg (last filled 9/23) and vicodin (last filled 196 tabs on 9/23). 3 prescribers.

#### Patient Active Problem List

##### Diagnosis

- Hip fracture requiring operative repair
- Weakness generalized
- Other closed extra-articular fracture of distal end of right radius with routine healing, subsequent encounter
- S/P gastrectomy
- Cachexia
- Left lower lobe pneumonia
- ✓ Pneumonia
- Sepsis
- Chronic alcoholism

Temp: [98 °F (36.7 °C)-98.3 °F (36.8 °C)] 98.3 °F (36.8 °C)

Pulse: [81-105] 105

Resp: [14-16] 16

BP: (83-88)/(46-56) 88/56

#### Lab Results

Component

Value

Date

STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES  
ORIGINAL CERTIFICATE OF DEATH  
FACT OF DEATH

STATE FILE DATE: OCTOBER 13, 2016  
STATE FILE NUMBER: 2016093134

3 SPECIAL CERTIFICATE NUMBER 3 DATE PRODUCED

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| 1. DECEASED'S NAME<br><b>DANIEL</b>  |  | 2. SOCIAL SECURITY NUMBER<br>[REDACTED]  |  | 3. DATE PRODUCE/ISSUED DEAD<br><b>OCTOBER 08, 2016</b>   |  |
| 4. NAME<br><b>ROY</b>  |  | 5. SEX<br><b>MALE</b>  |  | 6. DATE OF DEATH<br><b>OCTOBER 08, 2016</b>  |  |
| 7. TIME PRODUCE/ISSUED DEAD<br><b>08:10</b>  |  | 8. PLACE OF DEATH<br><b>GREEN BAY (CITY)</b>   |  | 9. COUNTY OF DEATH<br><b>BROWN</b>   |  |
| 10. PLACE OF DEATH<br><b>RESIDENCE - HOPE CARE</b>   |  | 11. NAME AND ADDRESS OF TOWNSHIP<br><b>GREEN BAY (CITY)</b>  |  | 12. NAME AND ADDRESS OF TOWNSHIP<br><b>BROWN</b>   |  |
| 13. RESIDENCE ADDRESS<br><b>[REDACTED]</b>   |  | 14. NAME AND ADDRESS OF TOWNSHIP<br><b>WISCONSIN</b>   |  | 15. NAME AND ADDRESS OF TOWNSHIP<br><b>PARKER</b>  |  |
| 16. DIVORCED<br><b>NO</b>  |  | 17. MARITAL STATUS<br><b>NO</b>  |  | 18. SURVIVING SPOUSE'S BIRTH DATE<br><b>[REDACTED]</b>   |  |
| 19. DECEASED'S NAME<br><b>ANDREW PARKER</b>  |  | 20. DECEASED'S BIRTH DATE<br><b>[REDACTED]</b>   |  | 21. DECEASED'S BIRTH PLACE<br><b>[REDACTED]</b>  |  |
| 22. DECEASED'S NAME<br><b>CONNIE SKENANDORE</b>  |  | 23. DECEASED'S BIRTH DATE<br><b>[REDACTED]</b>   |  | 24. DECEASED'S BIRTH PLACE<br><b>[REDACTED]</b>  |  |
| 25. NAME AND ADDRESS OF FUNERAL HOME<br><b>RYAN FUNERAL HOME, PO BOX 6885, DE PERE, WI 54115</b>   |  | 26. NAME AND ADDRESS OF FUNERAL HOME<br><b>VANDEN AVOND, JOSEPH P</b>  |  | 27. DATE ISSUED<br><b>OCTOBER 12, 2016</b>   |  |
| 28. NAME OF DEATH<br><b>MATURAL</b>  |  | 29. PHYSICIAN<br><b>LYNN BUDZAK, MD</b>  |  | 30. DATE SIGNED<br><b>OCTOBER 11, 2016</b>   |  |
| 31. DATE OF DEATH<br><b>OCTOBER 08, 2016</b>   |  | 32. TIME OF DEATH<br><b>08:10</b>  |  | 33. MEDICAL CERTIFICATE NUMBER<br><b>2851 UNIVERSITY AVE, GREEN BAY, WI 54311</b>  |  |
| 34. EXTENDED FACT OF DEATH<br><b>ONEIDA TRIBE OF WISCONSIN</b>   |  |  |  |  |  |
| 35. DEATH OCCURRENCE<br><b>SARGEANT</b>  |  | 36. KIND OF BUSINESS/INDUSTRY<br><b>MILITARY</b>   |  | 37. ENTER IN US ARMED FORCES<br><b>YES</b>   |  |
| 38. METHOD OF DISPOSITION<br><b>CREMATION</b>  |  | 39. NAME AND LOCATION OF DISPOSITION<br><b>RELANCE CREMATORY, DE PERE, WISCONSIN</b>   |  | 40. NAME AND LOCATION OF DISPOSITION<br><b>[REDACTED]</b>  |  |
| 41. PART 1, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  | 42. PART 2, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  | 43. PART 3, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  |
| 44. PART 4, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  | 45. PART 5, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  | 46. PART 6, THE CONFIDENTIAL LIST AND THE DISCLOSURE, IF CONFIDENTIAL, THAT COULD BE AFFECTED, CONFIDENTIALITY AND THE UNDERLYING DEATH IS AFFECTED<br><b>[REDACTED]</b> |  |
| 47. LOCATION OF INJURY<br><b>NO</b>  |  | 48. DATE OF INJURY<br><b>NO</b>  |  | 49. PLACE OF INJURY<br><b>NO</b>   |  |
| 50. LOCATION OF INJURY<br><b>NO</b>  |  | 51. DATE OF INJURY<br><b>NO</b>  |  | 52. PLACE OF INJURY<br><b>NO</b>   |  |
| 53. LOCATION OF INJURY<br><b>NO</b>  |  | 54. DATE OF INJURY<br><b>NO</b>  |  | 55. PLACE OF INJURY<br><b>NO</b>   |  |
| 56. LOCATION OF INJURY<br><b>NO</b>  |  | 57. DATE OF INJURY<br><b>NO</b>  |  | 58. PLACE OF INJURY<br><b>NO</b>   |  |
| 59. LOCATION OF INJURY<br><b>NO</b>  |  | 60. DATE OF INJURY<br><b>NO</b>  |  | 61. PLACE OF INJURY<br><b>NO</b>   |  |
| 62. LOCATION OF INJURY<br><b>NO</b>  |  | 63. DATE OF INJURY<br><b>NO</b>  |  | 64. PLACE OF INJURY<br><b>NO</b>   |  |
| 65. LOCATION OF INJURY<br><b>NO</b>  |  | 66. DATE OF INJURY<br><b>NO</b>  |  | 67. PLACE OF INJURY<br><b>NO</b>   |  |
| 68. LOCATION OF INJURY<br><b>NO</b>  |  | 69. DATE OF INJURY<br><b>NO</b>  |  | 70. PLACE OF INJURY<br><b>NO</b>   |  |
| 71. LOCATION OF INJURY<br><b>NO</b>  |  | 72. DATE OF INJURY<br><b>NO</b>  |  | 73. PLACE OF INJURY<br><b>NO</b>   |  |
| 74. LOCATION OF INJURY<br><b>NO</b>  |  | 75. DATE OF INJURY<br><b>NO</b>  |  | 76. PLACE OF INJURY<br><b>NO</b>   |  |
| 77. LOCATION OF INJURY<br><b>NO</b>  |  | 78. DATE OF INJURY<br><b>NO</b>  |  | 79. PLACE OF INJURY<br><b>NO</b>   |  |
| 80. LOCATION OF INJURY<br><b>NO</b>  |  | 81. DATE OF INJURY<br><b>NO</b>  |  | 82. PLACE OF INJURY<br><b>NO</b>   |  |
| 83. LOCATION OF INJURY<br><b>NO</b>  |  | 84. DATE OF INJURY<br><b>NO</b>  |  | 85. PLACE OF INJURY<br><b>NO</b>   |  |
| 86. LOCATION OF INJURY<br><b>NO</b>  |  | 87. DATE OF INJURY<br><b>NO</b>  |  | 88. PLACE OF INJURY<br><b>NO</b>   |  |
| 89. LOCATION OF INJURY<br><b>NO</b>  |  | 90. DATE OF INJURY<br><b>NO</b>  |  | 91. PLACE OF INJURY<br><b>NO</b>   |  |
| 92. LOCATION OF INJURY<br><b>NO</b>  |  | 93. DATE OF INJURY<br><b>NO</b>  |  | 94. PLACE OF INJURY<br><b>NO</b>   |  |
| 95. LOCATION OF INJURY<br><b>NO</b>  |  | 96. DATE OF INJURY<br><b>NO</b>  |  | 97. PLACE OF INJURY<br><b>NO</b>   |  |
| 98. LOCATION OF INJURY<br><b>NO</b>  |  | 99. DATE OF INJURY<br><b>NO</b>  |  | 100. PLACE OF INJURY<br><b>NO</b>  |  |

## AIR AMENDMENTS PRESENT

I certify that this document contains a true and correct reproduction of facts on file with the Wisconsin Vital Records Office.

16377210

**OCTOBER 19, 2018**  
Date Issued:

**1955-1957**

**EXHIBIT**

**Title 6. Property and Land – Chapter 601**  
**REAL PROPERTY**

**TokAske Kayan/Ahsia Tsi? Ni?yohuntsyaté**  
*The real/certain laws of the territory of the nation*

601.1. Purpose and Policy  
 601.2. Adoption, Amendment, Repeal  
 601.3. Definitions  
 601.4. General Provisions  
 601.5. Holding of Ownership  
 601.6. Legal Descriptions

601.7. Title Transfer  
 601.8. Probate  
 601.9. Leasing of Real Property  
 601.10. Records  
 601.11. Real Estate Education Requirements and Certifications  
 601.12. Organization

**601.1. Purpose and Policy**

601.1-1. *Purpose.* The purpose of this law is to provide regulations and procedures for the transfer, control and management of the territory within the Reservation and all tribal land; to integrate these regulations and procedures with the real property laws and practices of other federal and state sovereigns which may hold jurisdiction within the Reservation; and to establish licensing and certification requirements for the Nation's employees dealing with real property transactions.

601.1-2. *Policy.* It is the policy of the Nation to set out the responsibilities and expectations for persons purchasing and/or managing real property on behalf of the Nation and/or within the Reservation and to provide real property holder's rights and responsibilities. In addition, it is the Nation's policy that probated estates shall be settled expeditiously and without undue delay.

**601.2. Adoption, Amendment, Repeal**

601.2-1. This law was adopted by the Oneida Business Committee by resolution BC-5-29-96-A and amended by resolutions BC-3-01-06-D, BC-04-28-10-E, BC-02-25-15-C, BC-05-13-15-B, and BC-02-08-17-A.

601.2-2. This law may be amended or repealed by the Oneida Business Committee pursuant to the procedures set out in the Legislative Procedures Act.

601.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

601.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control. Provided that, the Land Ordinance is applicable only to valid land assignments existing as of January 1, 2016 and is hereby repealed upon the expiration of the last existing land assignment.

601.2-5. This law is adopted under authority of the Constitution of the Oneida Nation.

**601.3. Definitions**

601.3-1. This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense, subject to 601.4-5.

(a) "Broker" means a person who acts as an agent and negotiates the sale, purchase or rental of real property on behalf of others for a fee.

(b) "Certified Survey Map" means a map which provides the legal description of real property and is officially filed and approved by the county, Tribal or municipal governments.

*Exhibit 4*

- (c) "Comprehensive Housing Division" means the entity responsible for housing matters as defined by Oneida Business Committee Resolution.<sup>1</sup>
- (d) "Easement" means a real property right to cross or otherwise utilize the land of another for a specified purpose.
- (e) "Estate" means a person's interest in real property or other property.
- (f) "Fiduciary" means a person required to act for the benefit of another person on all matters within the scope of their relationship and by such a relationship owes another duties of good faith, trust, confidence and candor. For the purposes of this law, both brokers and salespersons are "fiduciaries."
- (g) "Guardian Ad Litem" means a guardian appointed by the Judiciary on behalf of an incompetent or minor party.
- (h) "Individual Fee Land" means real property held in fee status by an individual or group of individuals.
- (i) "Individual Trust Land" means individual Tribal land held in trust by the United States of America for the benefit of a Tribal member.
- (j) "Judiciary" means the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Nation.
- (k) "Land Use License" means an agreement entered into by the Nation providing a party the right to occupy and/or utilize a specified piece of Tribal land for a specific purpose and a specific duration, which may require the Nation to be compensated for such use.
- (l) "Leasehold Mortgage" means a mortgage, deed of trust, or other instrument that pledges a lessee's leasehold interest as security for a debt or other obligation owed by the lessee to a lender or other mortgagee.
- (m) "Nation" means the Oneida Nation.
- (n) "Personal Representative" means a person to whom authority to administer a decedent's estate have been granted by the Division of Land Management or the Judiciary.
- (o) "Probate" or "Administration" means any proceeding relating to a decedent's estate, whether there is or is not a will.
- (p) "Real Property" means land and anything growing on, attached to, or erected on the land, excluding anything that may be severed without injury to the land.
- (q) "Reservation" means all the property within the exterior boundaries of the Reservation of the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida 7 Stat. 566, and any lands added thereto pursuant to federal law.
- (r) "Restricted Fee Status" means an interest in real property which includes a provision in the deed or will that, upon the happening or failure to happen of a certain event, the title of the purchaser or devisee will be limited, enlarged, changed or terminated.
- (s) "Rule" means a set of requirements, including fee schedules, enacted by the Comprehensive Housing Division, Division of Land Management, Oneida Planning Department and/or the Oneida Land Commission in accordance with the Administrative Rulemaking law based on authority delegated in this law in order to implement, interpret and/or enforce this law.

<sup>1</sup> See BC Resolutions 08-10-16-L, 10-12-16-B and 10-12-16-D defining the Comprehensive Housing Division for purposes of the Mortgage and Foreclosure law, Eviction and Termination law and Landlord-Tenant law respectively.



(t) "TAAMS" (Trust Asset and Accounting Management System) means the Bureau of Indian Affairs system for maintaining and tracking land title documents and all legal documents relating to land transactions.

(u) "Title Status Report" means a report issued by the Bureau of Indian Affairs after a title examination which shows the proper legal description of a tract of Tribal land; current ownership, including any applicable conditions, exceptions, restrictions or encumbrances on records; and whether the land is in unrestricted, restricted, trust, or other status as indicated by the records in a Land Titles and Records Office. (v) "Tribal Fee Land" means Tribal land held in fee status by the Nation within the Reservation.

(v) "Tribal Land" means Tribal fee land and Tribal trust land.

(w) "Tribal Member" means an individual who is an enrolled member of the Nation.

(x) "Tribal Trust Land" means the surface estate of land or any interest therein held by the United States in trust for the Nation; land held by the Nation subject to federal restrictions against alienation or encumbrance; land reserved for federal purposes; and/or land held by the United States in trust for the Nation under Section 17 of the Indian Reorganization Act, 25 U.S.C §477, et. seq.

#### **601.4. General Provisions**

601.4-1. *Applicable Real Property.* The provisions of this law extend to all Tribal member's individual fee land and Tribal member's individual trust land within the Reservation boundaries and all Tribal land.

601.4-2. *Tribal Land Base.* The Division of Land Management shall administer all transactions which add real property to the Tribal land base under the provisions of this law.

601.4-3. *Sale of Tribal Land Prohibited.* The sale of Tribal land is specifically prohibited by this law, unless the intent of the transaction is the consolidation or partition of Tribal trust land and/or individual trust land.

601.4-4. *New Land Assignments Prohibited.* The Nation may not acknowledge any new land assignments. Further, in order to be eligible for a Tribal loan issued against a real property interest held as a land assignment, the land assignment shall first be converted to a residential lease.

601.4-5. *Wisconsin Probate Code and its Related Chapters.* In instances where the Nation lacks definition, procedure, or legal precedent in a probate matter, the Nation shall use Wisconsin's Probate Code and its related chapters for guidance.

601.4-6. *Wisconsin Real Property Law.* The Nation shall follow all applicable portions of the Wisconsin Real Property Law when acquiring individual fee land.

601.4-7. *No Waiver of Sovereign Immunity.* Nothing in this law may be construed as a waiver of the Nation's sovereign immunity.

#### **601.5. Holding of Ownership**

601.5-1. Interests in real property by more than one (1) person may be held in the following ways:

(a) *Joint Tenancy with the Right of Survivorship.* Pursuant to this ownership mechanism each owner has an equal, undivided interest in the real property. When an owner dies, his/her share is divided among the remaining owners; the last living owner owns the entire property.

(1) Real property owned by married persons is held under this mechanism unless they have executed a valid marital property agreement specifically stating that the real property in question is held as tenants in common.

(b) *Tenancy in Common*. Pursuant to this ownership mechanism each owner has a percentage of divided interest in the real property. When an owner dies, his/her interest is divided among his/her devisees or heirs.

(1) Real property owned by more than one (1) person, other than married persons, is owned under this mechanism unless a deed or transfer document specifically states the real property is held as joint tenants with rights of survivorship.

#### **601.6. Legal Descriptions**

601.6-1. The legal description for any real property transferred under this law shall be derived from a certified survey map or survey completed by a registered land surveyor according to currently accepted minimum industry standards for property surveys. If the plat of survey changes the legal description of the certified survey map for the same piece of property, the certified survey map's legal description shall be used on transfer documents along with the survey description, which shall be designated as "Also Known As ..." Section, township, range and fourth principal meridian shall be included in all legal descriptions.

601.6-2. Every land survey shall be made in accordance with the county register of deeds' records for fee land, and in accordance with the Oneida Nation Register of Deed's records for Tribal Trust Lands and Individual Trust Lands. The surveyor shall acquire data necessary to retrace record title boundaries such as deeds, maps, certificates of title, title status reports, Tribal leases, Tribal home purchase agreements, center line and other boundary line locations.

601.6-3. Legal descriptions defining land boundaries shall be complete, providing unequivocal identification of line or boundaries.

601.6-4. All surveys prepared for the Nation shall comply with survey requirements outlined in the Wisconsin Administrative Code, Chapter A-E7 and indicate setbacks, building locations and encroachments, as applicable.

601.6-5. Legal descriptions shall be used on transfer documents formalizing a purchase, real estate sale, lease, foreclosure, probate transfer, trust acquisition and Tribal resolutions.

601.6-6. When real estate is listed, noticed and/or advertised as available for sale, rent or lease to Tribal members, the address is an adequate legal description of the real property.

#### **601.7. Title Transfer**

601.7-1. *Trust Acquisition*. The Division of Land Management shall use title companies duly registered with the Department of Interior and approved by the Division of Land Management to update abstracts or provide title insurance on real property scheduled for trust acquisition.

(a) Title companies shall follow general guidelines provided by the federal government in terms of form, content, period of search, destroyed or lost records and abstracter's certificate.

(b) When researching land title for real property within the Reservation which is being considered for trust acquisition, the Division of Land Management staff shall request the title company to search the title back to the original allottee, in order to assure that patents or Indian deeds were legally issued.

(c) Any valid liens or encumbrances shown by the commitment for title insurance shall be eliminated before the title is transferred into trust.

(d) After land is in trust both a title search of county records and a title status report requested by the Division of Land Management from the Bureau of Indian Affairs shall verify all valid encumbrances, if any, on the title. For the purposes of this section, a valid encumbrance is one that has been preapproved, in writing, by the Division of Land

Management based on a standard operating procedure that is effective upon approval by the Oneida Land Commission.

(e) Division of Land Management applications to convert Tribal fee land into Tribal trust land require an Oneida Land Commission resolution approving the said conversion.

601.7-2. *Deeds.* A deed is the formal document used by the Division of Land Management to transfer title from one party to another.

(a) A valid deed shall:

- (1) Be in writing;
- (2) Identify the grantor (seller) and grantee (buyer);
- (3) Provide the legal description of the real property;
- (4) Identify the interest conveyed, as well as any conditions, reservations, exceptions, or rights of way attached to the interest;
- (5) Be signed by or on behalf of each of the grantors (sellers);
- (6) Be signed by or on behalf of each spouse of each of the grantors (sellers), if applicable; and
- (7) Be delivered to the grantee (buyer).

(b) In addition to the requirements listed in section 601.7-3(a), a deed prepared for trust acquisition shall include:

- (1) The federal authority for trust acquisition;
- (2) Any exceptions or exclusions from the State of Wisconsin's fees or other transfer requirements;
- (3) The approximate acreage of the real property being transferred to trust; and
- (4) The authority and signature of the appropriate Department of Interior official who accepts the real property into trust.

(c) A deed transferring fee simple title shall be recorded in the appropriate register of deeds office, provided that, once the real property is in trust, the title shall be recorded with the Oneida Nation Register of Deeds and the Bureau of Indian Affairs Land Titles and Records Office.

601.7-3. *Involuntary Transfer of Title.* All involuntary transfers of title require a hearing and order from the Judiciary, and may occur in the following ways:

(a) *Eminent Domain.* Eminent domain is the right of the Nation's government to acquire Tribal member individual fee land within the Reservation for public uses without the consent of private owners.

(1) For the purposes of this section, public uses include, but are not limited to, environmental protection, streets, highways, sanitary sewers, public utility/sites, waste treatment facilities and public housing.

(2) Prior to exercising eminent domain, the Nation shall first attempt to negotiate an agreeable taking by making an offer to purchase based on an appraisal of the real property. The appraisal amount may be based on an appraisal provided by the Nation. In the event the property owner objects to the Nation's appraisal, they may obtain an independent appraisal at their own cost. For the purposes of this section, an appraisal means process for estimating a piece of real property's value.

(3) The Nation's exercise of eminent domain may be appealed to the Judiciary.

(b) *Foreclosure.* Foreclosures may occur subject to the Mortgage and Foreclosure law when a Tribal member ceases payment on a leasehold mortgage.

(c) *Tribal Land Consolidation.* Section 207 of the Indian Land Consolidation Act (Pub.L. No. 97-459, 96 Stat. 2515, and amended on October 30, 1984 by Pub.L. No. 98-



608, 98 Stat. 3171) is incorporated into this law, which provides a mechanism for real property within the Reservation to escheat, or pass, to the Nation.

(1) Pursuant to section 207 of the Indian Land Consolidation Act, an ownership interest in real property escheats, or passes, to the Nation under the following circumstances, provided that the Nation shall provide just compensation for the interest:

(A) The real property is within the Reservation boundaries;

(B) The decedent's ownership in the given parcel of land is two percent (2%) or less of the total acreage; and

(C) The interest is incapable of earning one hundred dollars (\$100.00) in any one (1) of the five (5) years immediately following the decedent's death.

(2) A decedent's heirs may appeal a land consolidation under this section to the Judiciary.

(3) Land consolidation is subject to the probate requirements, as included in this law and accompanying rules.

(d) **Transferring Interests Inherited by Non-Tribal Members.** If the owner of an interest of real property which is held in trust or restricted fee status located within the Reservation devises such interest to a non-Tribal member, the Nation may acquire the said interest by paying the fair market value of the interest determined as of the date of the decedent's death. Such transfer is effective upon receipt of an order transferring inherited interests from the Judiciary pursuant to section 205 of the Indian Land Consolidation Act.

(1) An order transferring inherited interests may not be granted if:

(A) While the decedent's estate is pending, the non-Indian devisee denounces his or her interest in favor of a Tribal member person;

(B) The interest is part of a family farm that is devised to a member of the immediate family of the decedent, provided that such a restriction shall be recorded as part of the deed relating to the interest involved; or

(C) The devisee agrees in writing that the Nation may acquire the interest for fair market value only if the interest is offered for sale to a person or entity that is not a member of the immediate family of the owner of the interest.

(e) **Easements for Landlocked Properties.** The Division of Land Management and the Oneida Land Commission shall jointly develop rules regarding requests for easements for landlocked properties.

601.7-4. Division of Land Management shall work with the Oneida Law Office in order to pursue an involuntary transfer of title.

#### **601.8. Probate**

601.8-1. The Division of Land Management shall process and administer probate estates and, where necessary, shall refer probate estates to the Oneida Judiciary for formal administration. The Division of Land Management and the Oneida Land Commission shall jointly create any rules necessary to administer probate estates. The Division of Land Management shall:

(a) Process applications for probate administration;

(b) Receive proof of heirship demonstrating a party is entitled to receive an intestate decedent's property pursuant to applicable laws and rules;

- (c) Receive consent to serve forms and in undisputed matters, issue domiciliary letters;
- (d) Require and receive affidavits of service;
- (e) Receive waiver and consent to probate administration forms and any related affidavits;
- (f) Issue notice to creditors of the probate's administration, receive creditor claims for consideration and settlement, and issue discharge of creditors when appropriate;
- (g) Receive and process all estate inventories;
- (h) Receive and process, when possible, land transactions in accordance with this law and receive proof of recording documents;
- (i) Receive estate receipts;
- (j) In undisputed matters, receive and process statement of personal representative to close estate and issue discharge of personal representative; and
- (k) Refer disputed matters to the Judiciary, transfer probate and related documents, and participate in the Judiciary's proceedings as necessary.

601.8-2. The Judiciary shall hear and administer disputed probate estates or matters requiring appointment of a guardian ad litem and shall have all the above powers conferred upon the Division of Land Management in such cases. In addition, the Judiciary shall hear and administer probate estates in which the Division of Land Management seeks appointment as a personal representative.

#### **601.9. Leasing of Real Property**

601.9-1. The Division of Land Management shall administer and process all leasing of Tribal land for residential, agricultural and commercial purposes in accordance with the Leasing law. The Leasing law definition of Tribal land does not include Tribal fee land; pursuant to this law, the Division of Land Management shall administer and process all leases of Tribal fee land lasting longer than one (1) year that are not made as part of the homeownership program using federal funding in accordance with the Leasing law.

#### **601.10. Records**

601.10-1. *Purpose.* The Division of Land Management shall oversee the administration of the Oneida Nation Register of Deeds which shall accept and record documents related to real property located within the Reservation.

601.10-2. *Types of Records.* The Oneida Nation Register of Deeds may only accept documents that provide evidence of activities affecting real property title, preserve the record of a title document and give constructive notice of changes to a title document. Further, said documents shall be originals, signed duplicates or certified copies. The following documents may be accepted by the Oneida Nation Register of Deeds.

- (a) Deeds;
- (b) Probate orders;
- (c) Mortgages and other valid liens;
- (d) Easements, covenants, and restrictions;
- (e) Certified survey maps and plats of survey;
- (f) Patents;
- (g) Declarations of involuntary transfer or taking;
- (h) Satisfactions;
- (i) Leases made pursuant to the Leasing law;
- (j) Home ownership agreements made pursuant to the Landlord-Tenant law;
- (k) Marriage agreements; and

(l) Correction of title defects.

601.10-3. *Accessibility.* The Oneida Nation Register of Deeds shall provide open access to land records and title documents.

601.10-4. *Trust Land.* All documents pertaining to Tribal trust land and Individual trust land shall be recorded with the Oneida Nation Register of Deeds and the Bureau of Indian Affairs Land Titles and Records Office.

601.10-5. *Tribal Seal.* The Nation's Secretary shall provide the Division of Land Management with the Nation's seal to be used to authenticate documents which are certified by the Oneida Nation Register of Deeds.

#### **601.11. Real Estate Education Requirements and Certifications**

601.11-1. *Wisconsin Real Estate Education and Exam Required.* All persons engaging in the acquisition of Tribal fee land on behalf of the Nation, specifically those performing real estate closings, shall pass the Wisconsin Real Estate License Exam. Such persons are not required to obtain a Wisconsin Real Estate License, but are required to fulfill the pre-license education requirement, pass the licensing exam and fulfill a minimum of twelve (12) hours or four (4) courses of continuing education requirements as required of Wisconsin real estate licensees. The Division of Land Management Director shall select which continuing education courses are required and the Oneida Law Office shall provide the Director with a recommendation. In addition to Wisconsin's minimum education requirements as applied to the Nation's real estate employees in this law, the Division of Land Management shall require such employees to attend real estate training specific to the Nation's goals and unique positions as the Oneida Law Office shall offer on an as-needed basis.

(a) While Wisconsin real estate law allows persons engaged in the sale of real estate to earn a commission, persons acquiring Tribal fee land on behalf of the Nation are regular employees of the Nation and, therefore, shall waive any commission for which they might otherwise be eligible.

(b) It is critical to the Oneida Nation's goal to reacquire property within the original Reservation boundaries to have employees educated and experienced in executing real estate transactions. Accordingly, the Division of Land Management shall employ a minimum of one (1) employee whose primary focus is real estate acquisitions and shall ensure that a minimum of two (2) employees are educated and trained as backups to the primary.

601.11-2. *TAAMS Certification Required.* All persons responsible for encoding leasing information shall obtain a TAAMS certification, which includes, but is not limited to, the following positions:

- (a) Residential and Commercial Leasing Specialists;
- (b) Land Title and Trust Manager; and
- (c) Title Examiner.

601.11-3. *Fiduciary Responsibility.* All persons engaged in the buying or selling of Tribal land shall, at all times, act as a fiduciary to the Nation. Further, all such persons shall comply with all applicable Tribal and federal laws.

#### **601.12. Organization**

601.12-1. *Comprehensive Housing Division.* The Comprehensive Housing Division shall oversee all residential transactions, excluding residential leases, within the Reservation and shall process and administer said transactions using the applicable of the Landlord-Tenant law, the Mortgage and Foreclosure law and/or the Eviction and Termination law. In addition, the Oneida

Land Commission and the Comprehensive Housing Division shall exercise joint rulemaking authority to provide process requirements, including but not limited to advertising, notice, prequalification, and selection, that apply in all circumstances when the Nation is selling a residential property.

601.12-2. *Oneida Land Commission.* The Oneida Land Commission is comprised of seven (7) elected Tribal members and shall:

- (a) Interpret the provisions of this law and create policy to guide the Division of Land Management in implementing the same;
- (b) Approve or deny all easements and land use licenses;
- (c) Review and adopt the Division of Land Management's standard operating procedures for entering into agriculture and commercial leases pursuant to the Leasing law;
- (d) Approve or deny all acquisition of Tribal land;
- (e) Allocate and assign land uses to all Tribal land, except those uses governed by the Public Use of Tribal Land law, based on the Land Use Technical Unit rules which the Oneida Planning Department shall develop in collaboration with affected Oneida divisions and departments and the Oneida Land Commission; and
- (f) Name all buildings, roads, parks and the like on Tribal land.

601.12-3. *Division of Land Management.* The Division of Land Management shall implement this law in accordance with the policy directives provided by the Oneida Land Commission. The Division of Land Management shall:

- (a) Forward requests for easements and land use licenses to the Oneida Land Commission based on the easement and land use license rules jointly developed by the Division of Land Management and the Oneida Land Commission;
- (b) Administer and oversee the Oneida Nation Register of Deeds;
- (c) Enter into and administer residential, agricultural and commercial leases pursuant to the Leasing law and the Eviction and Termination law and any corresponding rules;
- (d) Prepare title reports and process trust transactions; and
- (e) Process land acquisition transactions as approved by the Oneida Land Commission.

*End.*

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Adopted - BC-5-29-96-A  
Amended-BC-3-01-06-D  
Amended-BC-04-28-10-E  
Amended - BC-02-25-15-C  
Amended-BC-05-13-15-B  
Amended-BC-02-08-17-A

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION

THE CHESAPEAKE LIFE INSURANCE CO.

PLAINTIFF

VS.

CIVIL ACTION NO. 3:17-cv-528-WHB-JCG

GATHEL D. PARKER, CONNIE R. SKENANDORE,  
SHANA M. PARKER, and JESSICA D. PARKER

DEFENDANTS<sup>1</sup>

ORDER

This cause is before the Court on the Ore Tenus Motion of Plaintiff, Connie R. Skenandore ("Skenandore"), which the Court construes as a request for additional time to respond to the November 14, 2017, Order of the Court. By its prior Order, Skenandore and Gathel D. Parker were granted up to and including November 28, 2017, to show cause as to the reason(s) they had not answered or otherwise responded to the Amended Complaint that had been filed against them in this case, and they were expressly warned that in the event they did not show cause on or before that date, that a default judgment would be entered against them, and they would lose their right to make any demand or claim for proceeds due under the life insurance policy that had insured the life of Daniel R. Parker. See Order [Docket No. 18]. Skenandore

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<sup>1</sup> No attorney has entered an appearance on behalf of any of the named defendants. As the defendants are proceeding *pro se*, that is representing themselves, the Court has liberally construed the allegations in any pleading they have filed. See e.g. United States v. Wilkes, 20 F.3d 651, 653 (5th Cir. 1994).

has now informed the Court that she did not receive its November 14, 2017, Order, and the Docket does not conclusively establish that a copy of the Order was mailed to her by the Clerk of Court.

For these reasons:

IT IS THEREFORE ORDERED that the Ore Tenus Motion of Connie R. Skenandore for an extension of time to respond to the Show Cause is hereby granted.

IT IS FURTHER ORDERED that the Clerk of Court is hereby instructed to send a copy of this Order and the November 14, 2017, Order of the Court [Docket No. 18] to the following:

Connie R. Skenandore  
2586 Zak Lane  
Green Bay, WI 54304

Gathel D. Parker  
5190 Hickory Fellowship Road  
Hickory, MS 39332

IT IS FURTHER ORDERED that the Clerk of Court is instructed to update the Docket to reflect the above listed addresses for Defendants, Connie R. Skenandore and Gathel D. Parker.

IT IS FURTHER ORDERED that the time period for Gathel D. Parker and Connie R. Skenandore to show cause as to the reason(s) they have not answered or otherwise responded to the Amended Complaint that has been filed against them in this case is hereby extended to December 15, 2017. Gathel D. Parker and Connie R. Skenandore are again expressly warned that in the event they do not show cause on or before December 15, 2017, a default judgment will

be entered against them, and they will lose their right to make any demand or claim for proceeds due under the life insurance policy issued by The Chesapeake Life Insurance Company that had insured the life of Daniel R. Parker.

SO ORDERED this the 29th day of November, 2017.

s/ William H. Barbour, Jr.  
UNITED STATES DISTRICT JUDGE