

ST. REGIS MOHAWK TRIBAL COURT

IN AND FOR THE ST. REGIS MOHAWK TRIBE

Mark Bonspille,

Plaintiff,

Pro se

vs.

Lindsey Roundpoint & Patrick
Johnson,

Defendants

By: *Vaughn Aldrich, Esq.*

}
} Case No.: 10-CIV-00017
}
}

STIPULATION OF SETTLEMENT

Mr. Mark Bonspille, Plaintiff, filed a civil complaint against Lindsey Roundpoint & Patrick Johnson, Defendants, on September 7th, 2010. Plaintiff alleged that he was renting a building from the Defendants and that the Defendants broke the rental agreement. In remedies, Plaintiff asked for the contract to be dissolved and for monies he paid in excessive of half the building's rental costs be refunded to him. (*See, Plaintiff's Complaint*) Plaintiff filed a Notice of Motion that requested the Court issue a preliminary injunction to prohibit the Defendant's from entering the building because he feared his tools and equipment would be jeopardized. (*See, Plaintiff's Notion of Motion*)

The Defendants obtained Counsel, Mr. Vaughn Aldrich Esq., and filed a timely answer on September 28, 2010 denying all allegations and counterclaiming that the contract be dissolved and the Plaintiff pay Defendants \$1,500 in losses accrued from Plaintiff paying with Canadian funds; rather than American funds, as was allegedly agreed on within the rental agreement. (*See, Defendants Ans.*)

The Parties appeared before the Court on September, 24, 2010 to hear arguments concerning Plaintiff's Notice of Motion for a Preliminary Injunction, at which time the Court denied Plaintiff's request for an injunction.

Parties appeared before the Court on October 6, 2010 for a pre-trial conference pursuant to St. Regis Mohawk Tribe, TCR-2008-20, Rules of Civil Procedure (hereinafter SRMT Civ. Pro.) § XV [Rule 12]. The parties were asked by the Court if they discussed settlement, and both parties answered that they had not but would like to attempt to reach a settlement. The Court adjourned and gave the parties time to attempt to reach a settlement.

When the Court reconvened at 11:00 am, the parties announced that a settlement had been reached. Attorney for the Defendant, Vaughn Aldrich, placed the settlement on the record which includes:

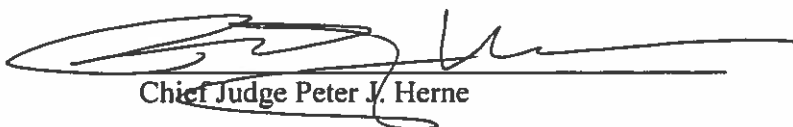
- The lease between the parties, Mr. Bonspille and Lindsey Roundpoint and Patrick Johnson shall be declared canceled with no more obligation of rent after October 31, 2010, at which time Plaintiff shall have vacated the premises.
- Mr. Bonspille will pay the sum of \$3,250 in US funds for September and October rent; this amount satisfies the rent due and includes the amount for the defendants' counterclaim; which shall be paid within 10 days of October 6, 2010.
- Mr. Bonspille will retain property in storage.
- Mr. Bonspille releases Lindsey Roundpoint and Patrick Johnson from this and further actions in regards to this matter.
- All Parties agreed on the terms of this settlement.

The Court having approved the settlement and having placed the same on the record, and both parties having heard the settlement terms as stated on the record and affirming their agreement to said terms on the record; it is hereby

Ordered, that the settlement entered between the parties of this action, said terms and conditions of the settlement having been stipulated to on the record on the 6th day of October 2010, is

hereby entered and that the same is hereby binding on the parties and enforceable by judgment by this Court.

Entered by my hand on this the 22nd day of November


Chief Judge Peter J. Herne

