



By Order of the Court, Judge Joseph N. Camacho

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FOR PUBLICATION

**IN THE SUPERIOR COURT
FOR THE**



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CNMI SUPERIOR COURT
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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

G4S SECURITY SERVICES (CNMI), INC.,)	CIVIL ACTION NO. 11-0323
)	
)	
Plaintiff,)	
)	ORDER GRANTING PLAINTIFF’S
v.)	MOTION FOR ORDER IN AID OF
)	JUDGMENT AS ORDER IN AID OF
TANO GROUP, INC.)	JUDGMENT HEARING IS FOCUSED ON
)	THE ABILITY TO PAY
Defendant.)	
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I. INTRODUCTION

This matter came before the Court on April 14, 2015 in Courtroom 220. Attorney Michael White appeared for the Plaintiff, G4S Security Services (CNMI), Inc. (“G4S”). Attorney Colin Thompson appeared for the Defendant, Tano Group, Inc. (“Tano”). Robert Bracken, Principal of Tano Group, Inc., was also present.

Based on a review of the filings, oral arguments, and applicable law, the Court **GRANTS** G4S’s motion for order in aid of judgment. The Court orders that Tano resume making payments on its outstanding balance.

II. BACKGROUND

On December 7, 2011, G4S filed its complaint¹ against Tano. G4S alleged that Tano owed a principal sum of \$16,035.86 to G4S as a result of security services provided by G4S to Tano. On

¹ The Court takes into consideration that this case was filed as a civil action, rather than as a small claims action. Small claims involve claims valued at \$3,000 or less. NMI R. Civ. P. 83(a). Small claims cases are able to be “fully disposed off with less formality, paperwork, and expenditure of time than is required by the ordinary procedure for larger claims.” NMI R. Civ. P. 83(b).

1 January 17, 2012, Robert Bracken, the Principal of Tano Group, Inc., sent a letter to Mr. White, the
2 counsel for G4S in this matter. This letter was purportedly meant to be an answer to the summons
3 in this case, and the letter had thirty post-dated checks attached, purportedly meant to serve as
4 payments on the balance Tano owed to G4S. Mr. Bracken did not file this letter with the Court.

5 On February 10, 2012, G4S filed a request to enter default as Tano had not filed any
6 pleadings in response to G4S's complaint.² This is significant as G4S still filed for default even
7 after G4S had received the post-dated checks. Tano did not answer the complaint, and also did not
8 oppose or object to the default judgment. On February 16, 2012, the Court entered a default
9 judgment against Tano in the amount \$19,529.85, which included costs and pre-judgment interest
10 from October 24, 2009 through February 10, 2012 at a rate of 9% per annum. G4S filed its motion
11 for order in aid of judgment on October 30, 2014, as the last of Tano's post-dated checks had been
12 deposited in June, 2014. The hearing was initially set for December 16, 2014. Mr. Thompson filed
13 his notice of appearance on December 15, 2014.

14 The hearing for the motion for order in aid of judgment was continued multiple times: on
15 December 16, 2014, January 6, 2015, February 10, 2015, and March 3, 2015, before ultimately
16 being heard on April 14, 2015.³ At the February 10, 2015 hearing, Mr. Thompson, counsel for
17 Tano, orally raised a number of defenses, including accord and satisfaction, laches, and settlement
18 and release.

23
24 ² Although Tano had sent a letter and post-dated checks to G4S, G4S still moved for a default judgment. Tano had
notice that the letter and post-dated checks were not final payment on the account.

³ The March 3, 2015 hearing date was continued by stipulation of the parties.

1 These defenses were later argued at the April 14, 2015 hearing.⁴ G4S argues that full
2 payment on Tano’s account is due, with a remaining balance of \$7,365.00. Tano argues that they
3 made payment in full through the thirty post-dated checks.

4 III. DISCUSSION

5 Hearings related to motions for an order in aid of judgment are focused on the payment of
6 the judgment debt. “The process to enforce a judgment for the payment of money may be a writ of
7 execution or an order in aid of judgment.” 7 CMC § 4101. When a party moves for an order in aid
8 of judgment, the hearing on the matter is focused on “the question of the debtor’s ability to pay and
9 determine the fastest manner in which the debtor can reasonably pay a judgment based on the
10 finding.” 7 CMC § 4205. At the motion hearing,⁵ the Court may hear evidence and “shall make
11 such order in aid of judgment as is just for the payment of any judgment based on the finding.” 7
12 CMC § 4206(a).

13 Motions for orders in aid of judgment may be made “[a]t any time after a finding of the
14 payment of money by one party to another, and before any judgment based thereon has been
15 satisfied in full.” 7 CMC § 4205. The primary focus of a hearing on a motion for an order in aid of
16 judgment is the debtor’s ability or inability to pay the amount in the judgment. “Title 7 CMC §
17 4205 focuses on the debtor’s ability to *pay* and the fastest manner in which the debtor can *pay*. Title
18 7 CMC § 4206(a) discusses how an order in aid of judgment shall bring about the *payment* of a
19 judgment.” *Marianas Eye Inst. v. Moses*, 2011 MP 1 ¶ 11 (emphasis in original).⁶

22 ⁴ Other than a motion to continue the hearing filed on January 5, 2015, and a stipulation to continue hearing and
23 proposed order filed on February 18, 2015, no written motions or objections were filed by Tano. No sworn affidavits or
24 declarations were submitted, aside from a declaration of counsel attached to the motion to continue hearing. Neither
G4S nor Tano called any witnesses.

⁵ The only motion before the court was G4S’s motion for order in aid of judgment.

⁶ Although the Court in *Marianas Eye Inst.* was focused on what constituted payment under 7 CMC §§ 4205-4206, its
approach to the order in aid of judgment statutes is instructive. *Marianas Eye Inst.*, 2011 MP 1 ¶¶ 10-19.

1 The primary focus of proceedings related to orders in aid of judgment is the payment of the
2 debt. The Court, in reviewing a motion for order in aid of judgment, must look to “the debtor’s
3 ability to pay.” 7 CMC § 4205. In examining statutory language, Courts “give statutory language its
4 plain meaning.” *Marianas Eye Inst.*, 2011 MP 1 ¶ 11 (citing *Villanueva v. Tinian Shipping &*
5 *Transp., Inc.*, 2005 MP 12 ¶ 14). The focus of 7 CMC § 4205 and 7 CMC § 4206 is the ability and
6 speed of payment of the debt. Orders in aid of judgment are meant to “enforce a judgment for the
7 payment of money.” 7 CMC § 4101 (emphasis added).⁷

8 In the present case, a default judgment was entered against Tano, as Tano had failed to file
9 any answer to G4S’s complaint with the Court. Tano did not file an answer pursuant to Com. R.
10 Civ. P. 12. Instead, Tano simply sent a letter with attached checks to counsel for G4S. As a result,
11 G4S filed its Request for Default Judgment on February 10, 2014, and the Clerk of Court entered a
12 default judgment against Tano on February 16, 2012. When Tano’s final check was deposited, G4S
13 properly filed its motion for order in aid of judgment so that Tano would pay the remainder of its
14 debt.

15 As described above, hearings related to orders in aid of judgment are focused on “the
16 question of the debtor’s ability to pay and determine the fastest manner in which the debtor can
17 reasonably pay a judgment based on the finding.” 7 CMC § 4205. There has been no evidence
18 presented by Tano about Tano’s ability or inability to make payments. The Court has not received
19 any motions from Tano moving to seek relief from a judgment under NMI R. Civ. P. 60, whether
20 timely or not. The Court also notes that it has not received any filings whatsoever articulating any
21 defenses to payment of the judgment debt.

22 _____
23 ⁷Any motions seeking relief from a judgment or to modify a judgment must be filed under Rule 60 of the
24 Commonwealth Rules of Civil Procedure. There have been no such filings in the present case, whether timely or otherwise.

1 As the Court has not received any motions from Tano seeking relief from the judgment, the
2 Court declines to address Tano's arguments of accord and satisfaction, laches, or settlement and
3 release. Further, as there was no evidence presented by Tano as to Tano's inability to pay, full
4 payment on the judgment is due.

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6 **IV. CONCLUSION**

7 Accordingly, G4S's motion for order in aid of judgment is **GRANTED**. The Court orders
8 Tano to resume payments on its remaining balance of \$7,365.00 as of the April 14, 2015 hearing,
9 plus any additional statutory post-judgment interest⁸ that has accrued.

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11 **IT IS SO ORDERED** this 14th day of August, 2015.

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13 /s/ _____
14 JOSEPH N. CAMACHO
15 Associate Judge
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24 ⁸ "Every judgment for the payment of money shall bear interest at the rate of nine percent a year from the date it is entered." 7 CMC § 4101.