



By Order of the Court, GRANTING *Judge Kenneth L. Govendo*

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FOR PUBLICATION

IN THE SUPERIOR COURT
FOR THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

CYNTHIA I. DELEON GUERRERO)

CIVIL ACTION NO.: 18-0024

Plaintiff,)

v.)

ORDER GRANTING
DEFENDANTS' MOTION TO
DISMISS COUNT I: WRONGFUL
TERMINATION CLAIM
WITHOUT PREJUDICE

COMMONWEALTH OF THE NORTHERN)
MARIANA ISLANDS STATE BOARD OF)
EDUCATION;)

MARYLOU S. ADA, in her individual)
capacity;)

JANICE A. TENORIO, in her individual)
capacity;)

HERMAN T. GUERRERO, in his individual)
capacity;)

FLORINE M. HOFSCHEIDER, in her)
individual capacity;)

HERMAN M. ATALIG, in his individual)
capacity;)

Defendants.)

I. INTRODUCTION

THIS MATTER came before the Court on June 27, 2018 at 9:00 a.m. in MP1 of the Susupe Multi-Purpose Center on Defendants' Motion to Dismiss. Attorney Brien Sers Nicholas was present and represented the Plaintiff, Cynthia I. Deleon Guerrero, who was present along with her family. Attorney Tiberius D. Mocanu appeared on behalf of the Attorney General's office, who seeks to

1 replace the Defendants in this case. Sometime prior to the hearing, Attorney Mocanu was appointed
2 by the Attorney General as a Special Assistant Attorney General and assigned to this case.

3 The Plaintiff brought four claims against her former employer, the CNMI Public School
4 System's ("PSS") Board of Education ("BoE"), stemming from the termination of her employment
5 contract. The District Court heard Count I: Violation of 42 USC and Count II: Violation of 42 USC.
6 The District Court granted Defendants' Motion to Dismiss on those two Counts. The two remaining
7 Counts, Counts III: Wrongful Termination, and Count IV: Breach of Contract, were remanded back
8 to this Court and shall hereby be known as Count I and Count II, respectively.

9 After the two remaining counts were remanded back to the Superior Court, Defendants filed
10 a Motion to Dismiss Pursuant to the Commonwealth Rules of Civil Procedure 12(b)(6), Rule
11 12(b)(1), and Rule 12(h)(3).¹ The Defendants' sought dismissal of both claims. This Court granted
12 Defendants' Motion to Dismiss Count II: Breach of Contract on July 24, 2018, under Rule 12(b)(6)
13 because the plain language of the employment contract was not ambiguous nor was it violated.

14 The Court will now address Defendants' Motion to Dismiss Count I: Wrongful Termination.
15 Although the rule was not explicitly cited to, the Defendants clearly seek dismissal under Rule
16 12(b)(1) and Rule 12(h)(3).² For Count I: Wrongful Termination, Defendants' argue that wrongful
17 termination is a state-law tort; thus the Government Liability Act ("GLA") applies to the Board of

19 ¹ The Court notes that Plaintiff alleged that Defendants waived any right to complain under Rule 12(b)(6) because
20 Defendants' did not question the sufficiency of Plaintiff's allegation in her Verified Complaint in support of her
21 wrongful termination claim. (Plaintiff's Opposition at pg. 2). This argument was made in error as, "[a] defense of
22 failure to state a claim upon which relief can be granted . . . may be made in any pleading permitted or ordered under
23 Rule 7(a), or by motion for judgment on the pleadings, or at the trial on the merits." Com. R. Civ. P. 12(h)(2).
24 ² The Court notes that Defendants, in the Legal Standard section of their Motion to Dismiss, discuss only the (improper)
standard for a 12(b)(6) motion. (*See* Order Granting Defendants' Motion to Dismiss Count II: Breach of Contract)
("While Defendants repeatedly quote [*Iqbal* and *Twombly*], this Court would like to remind all parties that the Court in
Syed explicitly stated that the "plausibility" standard is not the proper standard for the Commonwealth."). The
Defendants do not cite to Rule 12(b)(1) or Rule 12(h)(3) until their Reply brief. However, the Defendants made clear in
their Motion to Dismiss that they were bringing a claim under Rule 12(b)(1) and Rule 12(h)(3). (*See* Motion to Dismiss)
("Count I of Plaintiff's complaint must be dismissed as this Court lacks subject matter jurisdiction because of Plaintiff's
failure to comply with the GLA.") Accordingly, this Court will rule on the merits of their claim under Rule 12(b)(1) and
Rule 12(h)(3).

1 Education of PSS; failure to comply with the statutory requirements of the GLA deprives the court
2 of subject matter jurisdiction; and Plaintiff failed to comply with the GLA requirements.
3 Specifically, Defendants allege that Plaintiff has not presented her claim to the attorney general and
4 then afforded the CNMI ninety (90) days to accept or deny her claim. Thus, Plaintiff seeks
5 dismissal under the idea that this Court does not have subject matter jurisdiction until the GLA has
6 been complied with.

7 After reviewing the parties' submissions, oral arguments, and the relevant laws, the Court
8 **GRANTS** Defendants' Motion to Dismiss Count I: Wrongful Termination. The Court dismisses
9 this action without prejudice until such time as the Plaintiff fully complies with the procedural
10 requirements of the Government Liabilities Act, specifically, 7 CMC § 2202(b).

11 12 **II. BACKGROUND**

13 The CNMI State Board of Education ("BoE") is Plaintiff's former employer. The Board
14 consists of five (5) members; Marylous S. Ada, Janice A. Tenorio, Florine M. Hofschneider,
15 Herman T. Guerrero, and Herman M. Atalig.

16 In November of 2016, the Board executed an employment contract with Plaintiff and hired
17 her as the Commissioner of Education from November 21, 2016 to November 20, 2020. The term
18 of the contract was for four years, however, the contract stated that the Board may terminate the
19 Commissioner at any time, with or without cause. The provision reads as follows:

20 **TERMINATION OF EMPLOYMENT.** The [Board and Plaintiff]
21 agree that [Plaintiff] serves at the will of the [Board]. Consequently,
22 this Contract may be terminated at any time by the [Board], with or
23 without cause, upon the positive vote of three (3) of its elected
24 members. Unless the [Board] votes otherwise, the termination shall
be effective immediately upon the taking of the vote. In the event that
[Plaintiff] is terminated without cause, she shall be paid a severance
payment, which shall be the equivalent of what [Plaintiff] would have
been paid in salary for four (4) pay periods.

1 Plaintiff's employment contract was for a term of four years "subject to the conditions set
2 forth" in the contract, including that Plaintiff "serves at the will of the BoE" and could be
3 "terminated at any time by the BoE, with or without cause, upon the positive vote of three (3) of its
4 elected members." Exhibit A to Plaintiff's Complaint. In addition, the contract stated that there was
5 "no right to renewal" expressly or impliedly after the four-year term expired. *Id.* On October 20,
6 2017, Plaintiff was served with a notice from Defendant Ada informing her that Defendants would
7 be evaluating her on October 25. Plaintiff requested to attend the discussion of her evaluation, but
8 was refused. On October 30, 2017, the Board, in an open meeting, collectively and unanimously
9 voted to terminate Plaintiff's employment contract "without cause" to take effect on November 5,
10 2017. Exhibit B to Plaintiff's Complaint. Following this vote, the Chairwoman for Defendant BoE
11 made a public statement in the print media that Plaintiff was terminated because she was not getting
12 along with the BoE members.

13 On January 17, 2018, Plaintiff brought forth the instant complaint. Plaintiff claims that her
14 termination was in retaliation for Plaintiff calling out Defendants for their micromanagement of
15 PSS and Plaintiff not consenting to their illegal demands for funds from PSS. In particular, Plaintiff
16 alleges that she refused to remove certain officials from their posts upon request from the Board,
17 that she questioned PSS employees' travel expenses, refused the Board's improper demand to
18 require PSS to fund legal counsel positions, and refused the Board's demand to transfer \$175,000
19 from PSS funds to the Board.

21 **III. LEGAL STANDARD**

22 The defense of lack of subject matter jurisdiction is contained in Rule 12(b)(1) of the NMI
23 Rules of Civil Procedure. "When ruling on a motion to dismiss for lack of subject matter
24 jurisdiction under Rule 12(b)(1), the court must accept as true the complaint's undisputed factual

1 allegations and construe the facts in the light most favorable to plaintiff.” *Atalig v. Commonwealth*
2 *Election Comm’n*, 2006 MP 1 ¶ 16. “Dismissal is appropriate if the plaintiff has no right to be in a
3 particular court.” *Id.*

4 Rule 12(h)(3) expands on 12(b)(1), stating that “[w]henver it appears by suggestion of the
5 parties or otherwise that the court lacks jurisdiction of the subject matter, the court *shall* dismiss the
6 action.” (emphasis added); *see also Manglona v. Commonwealth Election Com’n*, 2006 MP 1 *3
7 (2006) (interpreting Com. R. Civ. P. 12(b)(1) to mean that a “dismissal is appropriate if the plaintiff
8 has no right to be in a particular court.”). CNMI Rule 12(h)(3)’s dismissal requirement is identical
9 to the federal rule requirement, Fed. R. Civ. P. 12(h)(3)³. The United States Supreme Court has
10 interpreted Fed. R. Civ. P. 12(h)(3) to mean that a court may raise lack of subject matter jurisdiction
11 *sua sponte* without suggestion by the party, or at any time during the proceedings. *See generally*
12 *Kontrick v. Ryan*, 540 U.S. 443, 455 (2004) (“A litigant generally may raise a court’s lack of
13 subject matter-jurisdiction at any time in the same civil action, even initially at the highest appellate
14 instance.”) (citations omitted).

15 The CNMI Supreme Court has made clear that, “[r]egardless of whether a plaintiff has a
16 valid claim, if the court lacks [subject matter] jurisdiction, it has no power to enter judgment and
17 may only dismiss.” *Castro v. CNMI Dept. of Public Safety*, Civ. No. 14-0051 at 2”) (internal
18 quotation omitted) (citation omitted); *see Manglona*, 2006 MP 1 *3 (2006) (citations omitted) (if a
19 court “lacks [subject matter jurisdiction], it has no power to enter judgment and may only dismiss.”)

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24 ³ Federal Rule of Civil Procedure 12(h)(3) states: “If the court determines that it lacks subject-matter jurisdiction, the court *must* dismiss the action.” (emphasis added).

1 **IV. DISCUSSION**

2 As a preliminary matter, this Court must first address whether the Board of Education as a
3 unit is covered by the Government Liabilities Act. If the Court reaches an affirmative conclusion,
4 the Court will turn to whether Plaintiff complied with the requirements of the GLA. Finally, the
5 Court will consider the consequences of noncompliance.

6 **A. The Board of Education is Covered by the GLA.**

7 Wrongful termination is a state-law tort. Consequently, 7 CMC § 2202 (Government
8 Liability Act, hereinafter the “GLA”) applies and limits the Commonwealth’s tort liability. Title 7 §
9 2202 of the CNMI code, states, in pertinent part:

10 (b) An action shall not be instituted upon a claim against the
11 Commonwealth for money damages for injury...unless the claimant
12 shall have first presented the claim to the Attorney General and the
13 claim shall have been finally denied by the Attorney General, in
14 writing, and the claimant so notified. The failure of the Attorney
15 General to make final disposition of a claim within 90 days after it
16 presented shall be deemed a final denial of the claim for the purposes
17 of this section.

18 7 CMC § 2202(b). Further, 7 CMC § 2211 mandates that § 2202 shall apply to “public
19 corporations, boards, and commissions organized and existing under and pursuant to the laws of the
20 Commonwealth, to the same extent as the sections apply to the Commonwealth itself.”⁴

21 Wrongful termination falls within the scope of 7 CMC § 2202 as it is a matter of tort under
22 the common law. The CNMI State Board of Education is organized and exists under the laws of the
23 Commonwealth pursuant to 1 CMC § 2261. Moreover, the board members are “employees” as they
24 are elected officials under the definition under 7 CMC § 2201(b)(4).

23 ⁴ Additionally, it expands protection to government employees “acting within the scope of their office or employment . .
24 . regardless of whether the employee is sued in his official capacity or as an individual.” 7 CMC § 2211(b). It is unclear
whether the BoE members were sued in their individual capacities for the two Counts at issue here. It is clear they were
sued, along with the BoE as a unit, for the two Counts that the District Court ruled on. The Court need not approach this
issue here, however, and will refrain from doing so.

1 Title 7 CMC § 2202(b)(4) defines “employee” to mean, in pertinent part: “an officer, elected
2 or appointed official, exempted service, excepted service, classified or unclassified employee, or
3 servant of a public entity, whether or not compensated, but does not include an independent
4 contractor of the Commonwealth.” The Board of Education is organized and exists in the
5 Commonwealth pursuant to 1 CMC § 2261. The board members are “employees” as they are
6 elected officials under 7 CMC§ 2201(b)(4)’s definition; therefore, the GLA applies to this claim.

7 The GLA was enacted by the CNMI Legislature as “a necessary and proper use of [its]
8 legislative power.” PL 15-22 § 2. The Court in *Castro* found that the legislature’s enactment of the
9 GLA serves a legitimate government interest and thus meets rational basis review. *See Castro v.*
10 *DPS* at pg. 6. The Court also found that the CNMI and an agency of the CNMI constitute the same
11 entity. *Id.* If a judgment is rendered against the agency, the CNMI is compelled to pay that
12 judgment, not the agency. Thus, the GLA does not make a distinction between claims against the
13 CNMI or an agency thereof. *Id.*

14 Plaintiff argues that this court does have subject matter jurisdiction because the Defendants
15 are not “employees” of the Commonwealth covered by the GLA. She asserts they are not
16 “employees” because they are “elected board members” and they do not receive salaries or benefits
17 from the Commonwealth.

18 Title 7 CMC § 2202(b)(4)’s definition of “employee” for the purposes of the GLA
19 explicitly states that an “employee” is an “elected or appointed official.” Plaintiff’s argument that
20 the Defendants are not “employees” because they are “elected” contradicts the plain language of the
21 statute. Further, the GLA does not require that an “employee” receive a salary or benefits from the
22 Commonwealth. 7 CMC § 2202(b)(4) also defines an “employee” to be “a servant of a public
23 entity, *whether or not compensated.*” (emphasis added).

1 Therefore, the Court finds that the Board of Education is covered by the GLA, and before
2 bringing suit, a Plaintiff looking to sue PSS, the Board of Education, and/or the Board of Education
3 board members in their personal capacity must first inform the Attorney General in accordance with
4 the requirements of the GLA.

5 **B. Plaintiff Failed to Comply with the Requirements of the GLA.**

6 Title 7 § 2202(b) and (c) of the CNMI code requires that claims for money or damages
7 against the Commonwealth, or against an “employee” of the Commonwealth who acted within his
8 or her scope of employment, must first be presented to the Attorney General to be certified
9 according to the GLA before the claim can be instituted against the Commonwealth through the
10 courts. 7 CMC § 2210(b) and (c); *see Kabir v. CNMI PSS*, 2009 MP 19 ¶ 42 (“7 CMC 2210(c)
11 makes clear that once certification issues and the government is substituted, the suit ‘shall proceed
12 in the same manner as any other action against the Commonwealth, which includes government
13 immunity for intentional torts.’”). The GLA states in relevant part,

14 An action shall not be instituted upon a claim against the
15 Commonwealth for money damages for injury or loss of property or
16 personal injury..., unless the claimant shall have first presented the
17 claim to the Attorney General and the claim shall have been finally
18 denied by the Attorney General, in writing, and the claimant so
19 notified. The failure of the Attorney General to make final disposition
20 of a claim within 90 days after it is presented shall be deemed a final
21 denial of the claim for purposes of this section.

22 7 CMC § 2202(b).

23 The GLA is modeled after the Federal Torts Claims Act and “closely tracks provisions of
24 the Federal Tort Claims Act [(the “FTCA”).” *See* PL 15-22 § 2; *see also Kabir v. CNMI Public
School System*, 2009 MP 19, ¶ 40, n.24 (2009) (comparing the GLA with the FTCA). The GLA
“require[s] that any person having a claim against the C[NMI] would have to file notice of that
claim with the A[GO] prior to bringing suit.” *Id.* The GLA was enacted to save the CNMI the cost
of litigation and to allow the AGO to settle valid claims resulting in “greater net recoveries for

1 deserving plaintiffs . . . in accord[ance] with the federal requirements under the F[TCA].” *Id.*⁵ The
2 policy underlying the GLA is to ease court congestion and to avoid unnecessary litigation while
3 making it possible for the government to expedite the fair settlement of tort claims against the
4 government. *See Castro* at pg. 5-6. (*quoting Danowski by Danowski v. U.S.*, 924 F. Supp. 661
5 (D.N.J. 1996)). This Court agrees the GLA lays out an important first step—a step which must be
6 taken prior to bringing the claim in court.

7 The FTCA is codified at 28 U.S.C. §§ 2671-2680. The most relevant section for this matter
8 is § 2675(a), and states in part:

9 An action shall not be instituted upon a claim against the United
10 States for money damages for injury . . . caused by the negligent or
11 wrongful act or omission of an employee of the Government while
12 acting within the scope of his office or employment, unless the
13 claimant shall have first presented the claim to the appropriate
14 Federal agency and his claim shall have been finally denied by the
15 agency in writing The failure of an agency to make final
16 disposition of a claim within six months after it is filed shall . . . be
17 deemed a final denial of the claim.

18 28 U.S.C. § 2675(a). This mirrors the Commonwealth’s GLA almost exactly.

19 Courts analyzing the FTCA have agreed that jurisdictional notice requirements are satisfied
20 if a claimant “provides a claim form or ‘other written notification’ which includes (1) sufficient
21 information for the agency to investigate the claims, and (2) the amount of damages sought.”
22 *Santiago-Ramirez v. Secretary of Dep’t of Defense*, 984 F.2d 16, 19 (1st Cir. 1993). Notably, proper
23 notice to the government agency being sued is essential to a court’s jurisdiction. *Best Bearings Co.*
24 *v. United States*, 463 F.2d 1177, 1179 (7th Cir. 1972).

⁵ Because the GLA is based heavily on the FTCA, this Court turns to federal case law and statutes for guidance. *See Commonwealth v. Crisostomo, et al.*, 2005 MP 9 (2005); *Commonwealth v. Eguia*, 2008 MP 17 ¶ 8 (applying federal case law to the double jeopardy clause); *See also Commonwealth v. Martinez*, 4 NMI 18, 20 (1993) (analyzing the rules of procedure and finding that the CNMI turns to its federal counter parts for guidance); *See also In re Estate of Malite*, 2010 MP 20, ¶ 22 n.22 (2010).

1 Finally, most importantly for the case at hand, the Seventh Circuit, in *Best Bearings*, found
2 that where “[p]laintiff’s complaint and the accompanying documents fail to establish that the
3 plaintiff pursued the administrative procedure prerequisite to bring the suit . . . ,[t]he district court
4 properly dismissed the claim for plaintiff’s failure to comply with the provision.” *Best Bearings*,
5 436 F.2d at 1179.

6 The Court in *Castro* made it clear that a facial reading of a Plaintiff’s complaint against the
7 Commonwealth, an agency of the Commonwealth, or an employee of the Commonwealth, must
8 demonstrate that the Plaintiff first complied with the requirements of 7 CMC § 2202(b). *Id.* at pg.6-
9 7. The Court in *Castro* ruled that “in failing to comply with this requirement Plaintiff has undercut
10 the basic policy behind the GLA and instituted this possibly unnecessary lawsuit prematurely.” *Id.*

11 Here, a facial reading of the Complaint demonstrated that Plaintiff has not alleged that she
12 has presented her claim to the attorney general and afforded the CNMI ninety days to resolve her
13 claim. The Court also notes that this issue was poorly briefed by both parties.⁶ When dealing with
14 the GLA, exhibits such as any purported letter informing the Attorney General, Certification, etc.,
15 are extremely useful to the Court in making a determination. The Court requests such things in
16 advance in the future, if such documents do exist.

17 At the hearing on June 27, 2018, counsel for Plaintiff repeatedly stated that—while it is
18 Plaintiff’s position that the members of the BoE are not “employees” of the CNMI “because they
19 have their own personal system,” and thus they did not have to present their claim to the Attorney
20 General—they had informed the Attorney General of their claim in January 2018 before the filing
21 of this suit (which was filed with the court January 17, 2018) and it was rejected. Attorney Mocanu
22 clarified that the letter referred to was a demand or settlement letter made to the BoE, not to the AG

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24 ⁶ The Court advises against singling out components of a complicated law such as the GLA or pieces of a prior ruling when providing the Court with a legal standard. Intention, meaning, and significance can be lost without proper context.

1 office, and when he rejected the letter, he was acting as counsel for PSS. Attorney Mocanu asserted
2 he was not appointed—indeed, he could not have been appointed—as Special Assistant Attorney
3 General until after the case was filed in court.

4 The Court understands Plaintiff’s position. Attorney Mocanu has been appointed by the
5 Attorney General as a Special Assistant Attorney General for past cases involving PSS, so it is
6 reasonable to assume he would inform the Attorney General of the situation. Writing Attorney
7 Mocanu a letter informing him of the claims and receiving a written denial, however, does not
8 comply with all the requirements of the GLA. Additionally, since the Court has not been provided a
9 copy of this letter, it cannot make a determination that the letter “includes (1) sufficient information
10 for the agency to investigate the claims, and (2) the amount of damages sought.” *Santiago-Ramirez*
11 at 19. The Court can, however, rule that Plaintiff has not complied with all the requirements of the
12 GLA. Although 7 CMC § 2209 allows the Attorney General to appoint outside counsel to *defend*
13 *any civil action* or proceeding, the GLA is clear that any claim must be *first* presented to the
14 Attorney General before being filed in court. The Attorney General cannot appoint a Special
15 Assistant Attorney General prior to the case being filed in court. It follows that notice to general
16 counsel for PSS cannot take the place of notice to the Attorney General in order to comply with the
17 GLA, even if that same attorney is later appointed Special Prosecutor by the Attorney General. The
18 requirements of the GLA were already disregarded once the suit was filed. Later action on the part
19 of the Attorney General cannot correct Plaintiff’s error.

20 The Court echoes Plaintiff’s concerns that it is improper to appoint general counsel for a
21 defendant as the special attorney general to the case, as there is an inherent conflict of interest built
22 in. However, the Court understands the law allows for such an appointment, and this Court upholds
23 the law.

24

1 Therefore, the Court finds that the Plaintiff has failed to comply with the requirements of the
2 GLA.

3 **C. Failure to Comply with the GLA Robs the Court of Subject Matter Jurisdiction.**

4 “The GLA requires that any person having a claim against the CNMI would have to file
5 notice of that claim with the AGO prior to bringing suit.” *Kabir v. CNMI Public School System*,
6 2009 MP 19, ¶40, n.29 (2009). When a Plaintiff has failed to comply with the GLA, the law in the
7 Commonwealth is clear: the Court loses subject matter jurisdiction. Plaintiff’s failure to comply
8 with the statutory requirements of the GLA deprives this court of subject matter jurisdiction to hear
9 her wrongful termination claim. For example, in *Castro*, the Superior Court held that because the
10 plaintiff failed to comply with the statutory requirements of the GLA, “this [c]ourt does not now
11 have subject matter jurisdiction to adjudicate [p]laintiff’s claim.” *Castro v. CNMI Department of*
12 *Public Safety*, Civil Action No. 14-0051, pg.7, ¶5 (Order Granting Defendant’s Motion To
13 Dismiss). The Court also found the plaintiff “undercut the basic policy behind the GLA” and
14 instituted the lawsuit “prematurely.” *Castro*, Civ. No. 14-0005 at 7.

15 This Court has found that the GLA applies to Plaintiff’s claim and she failed to comply with
16 the requirements of the GLA. The Court must now conclude that Plaintiff’s failure to comply with
17 the GLA has robbed the Court of subject matter jurisdiction. Therefore, this Court must dismiss
18 Plaintiff’s wrongful termination tort claim in accordance with the GLA, Rule 12(b)(1), and Rule
19 12(h)(3).

21 **V. CONCLUSION**

22 After reviewing the parties’ submissions, oral arguments, and the relevant laws, the Court
23 **GRANTS** Defendants’ Motion to Dismiss Count I: Wrongful Termination. The Court finds (1)
24 the Board of Education of PSS is covered by the Government Liabilities Act, (2) Plaintiff failed

1 to comply with the procedural requirements of the GLA, and (3) accordingly, this Court lacks
2 subject matter jurisdiction over the issue.

3 The Court dismisses this action without prejudice until such time as the Plaintiff
4 complies with the procedural requirements of the Government Liabilities Act, specifically, 7
5 CMC § 2202(b). The Court notes that the issues were poorly briefed by both parties and
6 encourages the parties to familiarize themselves with the GLA moving forward.

7 Based on the foregoing, Defendants' Motion to Dismiss Count I: Wrongful Termination is
8 hereby **GRANTED**. The case is dismissed in its entirety, without prejudice.

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10 **SO ORDERED** this 2nd day of August, 2018.

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12 /s/
13 **KENNETH L. GOVENDO**
14 Associate Judge
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