

FOR PUBLICATION

CLERK OF COURT
SUPERIOR COURT
FILED

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BY: 
DEPUTY CLERK OF COURT

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

| | | |
|-------------------|---|------------------------------------|
| ATOM'S CO., LTD., |) | SMALL CLAIMS NO. 15-0237 |
| |) | |
| Plaintiff, |) | WRITTEN DECISION FOLLOWING |
| |) | EVIDENTIARY HEARING AWARDS |
| v. |) | COSTS IN THE AMOUNT OF \$55.00 AND |
| ORLANDO MALLARI, |) | ATTORNEYS' FEES IN THE AMOUNT |
| |) | OF \$187.50 |
| Defendant. |) | |

I. INTRODUCTION

THIS MATTER was last before this Court on April 3, 2018 at 1:30 p.m. in Pedro P. Tenorio Multipurpose Room 2 for an evidentiary hearing regarding reasonable attorneys' fees and on Plaintiff's motion for reconsideration of a previous Court Order denying costs.¹ Plaintiff appeared through its Counsel, attorney Michael A. White. Defendant appeared *pro se*. This Court heard arguments from Plaintiff and Defendant and received one exhibit from Plaintiff.

II. BACKGROUND

The underlying case arises out of a lease agreement between Plaintiff and Defendant. Defendant leased an apartment from Plaintiff in the Seda Blanca building, but failed to pay five months' rent and other utility bills. Suit was brought and on January 12, 2018, this Court issued judgment in favor of Plaintiff in the amount of \$1,327.50 and also found attorneys' fees were due as provided for in the lease. Plaintiff's Counsel at that time requested \$350.00 in attorneys' fees, citing as the legal basis an old Superior Court "table or scale" of attorneys' fees allowed which other

¹ Following review of the Motion for Reconsideration of the Denial of Costs (and the Memorandum in Support of the Motion thereof), this Court hereby grants costs in the amount of \$55.00.

M-White

ENTERED

1 CNMI Small Claims Court judges have used or followed for the past 20 years or more. Unaware of
2 any such Court Rule or Statute, the Court asked Counsel to submit a copy of the Superior Court
3 document referenced as the basis for the requested attorneys' fees.² A ruling on the amount of
4 attorneys' fees to be awarded in this case was reserved until the document could be reviewed and an
5 evidentiary hearing held on the matter. This decision follows those actions.

6 III. LEGAL STANDARD

7 In the vast majority of cases and matters handled by lawyers, legal fees are determined
8 privately between an attorney and his or her client who pays for those services. This so-called
9 'American Rule' of lawsuit expenses provides that each party is responsible for paying its own
10 attorneys' fees and costs unless specific authority granted by statute, contract, or court rule allows
11 for the assessment of those expenses against the other party. *Alyeska Pipeline Service Co. v.*
12 *Wilderness Soc'y*, 421 U.S. 240, 257 (1975). The CNMI follows the American Rule. *Deleon*
13 *Guerreo v. DPS*, 2013 MP 17 ¶ 21.

14 IV. DISCUSSION

15 As acknowledged by both parties during the evidentiary hearing, the lease agreement at
16 issue explicitly provides for an award of "reasonable" attorneys fees to enforce the provisions of the
17 contract. Plaintiff's Counsel suggests this Court should simply follow what has been the standard
18 practice in the CNMI Small Claims Court of awarding attorneys' fees to the prevailing party based
19 on the 1991 document entitled Amended Notice to Counsel. The Defendant asks for a lesser, more
20 reasonable amount. Commonwealth Rule of Civil Procedure 83 (which governs the CNMI Small
21 Claims Court) is silent on the issue of how attorneys' fees are to be awarded in small claims cases.

22 _____
23 ² The document is entitled "Amended Notice to Counsel" signed by then-Presiding Judge Pedro M. Atalig and dated the
24 30th day of December 1991. After much searching, this Court was able to locate one copy of the document, though it
was not in any official CNMI Superior Court file. The Court takes judicial notice of the existence of that document
which contains a sliding-scale of attorneys' fees which apparently are to be awarded in default civil cases based on the
amount of the judgment pursuant to NMI R. Evid. 201(b) and attaches a copy as Attachment 1.

1 **A. No binding authority to follow the 1991 Amended Notice to Counsel**

2 As a preliminary matter, this Court is unaware of any legal authority requiring it to grant
3 attorneys’ fees in Small Claims Court cases by following the 1991 Superior Court document
4 entitled Amended ‘Notice to Counsel’ (which is by its own terms is to be utilised in default civil
5 cases). Accordingly, as stated previously in this case in the *Written Decision Following Trial* dated
6 Jan. 12, 2018, this Court concludes that using that table of fees is inappropriate in this case and
7 should not be used as the automatic or default method for determining reasonable attorneys’ fees in
8 the Small Claims Court. *See Atom’s Co. v. Mallari*, Civ. No. 15-0327 (NMI Super. Ct. Jan. 12,
9 2018) (*Written Decision Following Trial* at 5).

10 **B. Existing authority in the CNMI regarding attorneys’ fee awards**

11 Instead, Commonwealth Supreme Court precedent has long held that when specific
12 authority is granted by statute, contract (*as in this case*), or court rule allowing for the assessment of
13 attorneys’ fees against the other party—the party requesting an award of attorneys’ fees has the
14 burden of presenting to the Court for approval sufficient evidence to support the amount of the fees
15 requested **and** the burden of showing that by all measures the award of attorneys’ fees is
16 “reasonable.” *See Camacho v. J. C. Tenorio Enters.*, 2 NMI 509, 511 (1992) (stating a
17 determination of “reasonable” attorneys’ fees is guided by the American Bar Association's Model
18 Rules of Professional Conduct Rule 1.5 [hereinafter “MRPC Rule 1.5”], made applicable in
19 Commonwealth pursuant to NMI Disc. R. 2); *In re Malite*, 2016 MP 20 ¶¶ 16–22 (restating the long
20 held rule that attorneys’ fees are examined for “reasonableness” using MRPC Rule 1.5) (hereinafter
21 “*Malite 2*”); *see also Ferreira v. Borja*, 1999 MP 23 ¶¶ 12–18 (conducting a reasonableness
22 evaluation); *Pille v. Sanders*, 2000 MP 10 ¶ 25 (generally discussing how attorneys’ fees are always
23 examined for reasonableness); *Ishimatsu v. Royal Crown Ins. Corp.*, 2010 MP 8 ¶¶ 68–70
24 (discussing need to examine an attorneys’ fees award to ensure reasonableness); *In re Malite*, 2010

1 MP 20 ¶¶ 39–44 (employing MRPC Rule 1.5’s reasonableness test and accompanying factors)
2 (hereinafter “*Malite 1*”).

3 **C. Two-step process used to determine attorneys’ fees**

4 Accordingly, under binding CNMI precedent, “[d]etermining an attorney’s fees award is a
5 two-step process.” *Malite 2*, 2016 MP 20 ¶ 17. First, a court must determine whether the amount of
6 the requested fees is reasonable by considering relevant Model Rule of Professional Conduct Rule
7 1.5 factors. *Id.* Second, if the requested fees are deemed unreasonable, the court must then
8 determine the appropriate amount to be awarded by considering those factors provided for MRPC
9 Rule 1.5. *Id.* Those factors are:

- 10 (1) the time and labor required, the novelty and difficulty of the questions
involved, and the skill requisite to perform the legal service properly;
- 11 (2) the likelihood, if apparent to the client, that the acceptance of the particular
employment will preclude other employment by the lawyer;
- 12 (3) the fee customarily charged in the locality for similar legal services;
- 13 (4) the amount involved and the results obtained;
- 14 (5) the time limitations imposed by the client or by the circumstances;
- 15 (6) the nature and length of the professional relationship with the client;
- 16 (7) the experience, reputation, and ability of the lawyer or lawyers performing
the services; and
- 17 (8) whether the fee is fixed or contingent.

18 Model Rules of Prof'l Conduct r. 1.5(a) (hereinafter “MRPC factors”). To be clear, a court
19 conducting a Rule 1.5 examination must assess all relevant factors, but may use its judicial
20 discretion to balance and weigh the relevant factors at issue. *Malite 2*, 2016 MP 20 ¶ 18. The key is
21 that a court at least considers all the relevant factors and the burden to establish the
“reasonableness” of a fee request rests on the claimant. *See Ishimatsu*, 2010 MP 8 ¶ 68 (citing
Ferreira, 1999 MP 23 ¶ 12).

22 **D. Review of the amount requested under the *Malite* analysis and MRPC factors**

23 As judgment was granted to Plaintiff in the amount of \$1,327.50, Counsel requests \$350.00
24 in attorneys’ fees as that amount corresponds to the value of attorneys’ fees awarded on the

1 Amended Notice to Counsel sliding-scale for judgments in value between \$1,001.00 and \$1,500.00.
2 Counsel argues this amount should be considered as “reasonable” in the instant case.

3 In the alternative, at the evidentiary hearing and in the supporting papers filed herein,
4 Plaintiff’s Counsel requests \$442.00 in attorneys’ fees as he has a contingency fee agreement with
5 Plaintiff for one-third of the judgment; or, as still another option—for fees in the amount of \$625.00
6 for 2.5 total hours of work based on Counsel’s standard office rate.³ This Court finds none of these
7 alternatives appropriate under the required *Malite* analysis and MRPC factors.

8 **1. The time and labor required, the novelty and difficulty of the questions involved, and the**
9 **skill requisite to perform the legal service properly**

10 Under *Malite* and the specific MRPC factors at issue, the first consideration this Court must
11 review is the actual amount of time and labor expended and required from a lawyer to perform the
12 necessary legal services in relation to the novelty and difficulty of the questions involved. Here, this
13 particular matter was a straight-forward small claims case based upon unpaid contractual debt
14 wherein a standardized (fill-in-the-blank) complaint and summons were used to initiate the instant
15 case against Defendant. This matter involved no novel or difficult legal questions or issues and was
16 brought against a *pro se* defendant.⁴ These facts weigh against granting a large amount attorneys’
17 fees Defendant will be required to pay.

18 **2. The likelihood, if apparent to the client, that the acceptance of the particular employment**
19 **will preclude other employment by the lawyer**

20 The second consideration is whether the attorneys’ acceptance of the case would preclude
21 him or her from accepting other cases. This factor allows a court to grant higher fees to compensate
22 an attorney for lost opportunity. However, here, Plaintiff’s Counsel admits that, as this is the exact

23 ³ These alternatives are considered in greater detail in the final discussion section of this Order.

24 ⁴ Defendant in fact did not dispute the underlying debt or the principle amounts of unpaid rent and utilities owed and actually endeavored before trial to arrange a payment schedule with Plaintiff (which was rejected).

1 type of case his practice of law has specialized in for more than 20 years, accepting this case would
2 not inhibit or interfere with his ability to take-on other small claim cases. An analysis of this factor
3 also then weighs against finding a high amount of attorneys' fees in this case.

4 **3. The fee customarily charged in the locality for similar legal services**

5 Third, this Court examines the fee customarily charged in the locality for similar legal
6 services. Plaintiff's Counsel argues that awarding attorneys' fees based on the amount listed on
7 sliding-scale previously used in the Small Claims Court is the customary practice that all lawyers in
8 the collection area of law follow in the CNMI. Counsel notes further that all previous Small Claims
9 Court Judges have utilized and followed the table or sliding-scale. However, as noted above and in
10 the *Written Decision Following Trial* already issued, this Court is not persuaded that it should
11 simply continue to follow an in-formal practice for which it has been unable to locate a proper legal
12 justification and does not comport with binding precedent. Review of this third factor then is not
13 helpful or informative as to what should be the proper award of attorneys' fees in this matter.

14 **4. The amount involved and the results obtained**

15 The fourth factor this Court is to consider is the underlying amount of the damages involved
16 and the results obtained by the attorney. The underlying debt and amount obtained was \$1,327.50.
17 The amount involved and the result for the Plaintiff both clearly support an award of reasonable
18 attorneys' fees, but the relatively small amount of the judgment involved precludes an award of a
19 large amount of attorneys' fees. Again, this is especially true in this small claims case where the
20 parties are encouraged under the rules to resolve their legal differences without the use of lawyers.

21 **5. The time limitations imposed by the client or by the circumstances**

22 Fifth, this Court examines whether there were any exceptional time limitations or
23 restrictions imposed by the client or by the circumstances. As acknowledged by Counsel, there are
24

1 no unusual time limitations involved this case and Counsel was required to expend less than three
2 hours in total on this matter. This again weighs against a high award of attorneys' fees.

3 **6. The nature and length of the professional relationship with the client**

4 Sixth, this Court assesses the nature and length of the professional relationship between
5 Plaintiff's Counsel and Plaintiff. Here, Plaintiff's Counsel states he has had a relationship with
6 Plaintiff for four years. Generally, a longer relationship between Counsel and his client weighs in
7 favor of finding a high value retainer or contingency fee agreement as reasonable; however those
8 factors have little or no great application in small claims court cases wherein the requested
9 attorneys' fees are based on a sliding-scale like that at issue here.

10 **7. The experience, reputation, and ability of the lawyer performing the services**

11 The seventh factor to be considered by this Court is the experience, reputation and ability of
12 Plaintiff's Counsel. Here, Plaintiff's Counsel is well-respected, a many term past-President of the
13 CNMI Bar Association and has served as a judge pro tem in this jurisdiction. He is one of the
14 longest licensed attorneys in CNMI and has decades of experience, a distinguished reputation and
15 routinely handles a very large percentage of all small claims cases filed in the CNMI. If this matter
16 was a federal civil case in which an award of attorneys' fees was at issue—this Court notes that all
17 these considerations concerning Counsel's experience, reputation, and ability would directly affect
18 the hourly lodestar method or rate a federal court would use to determine the amount of attorneys'
19 fees to be paid by the losing party in such a case. *See, e.g., Bd. Of Edu. v. I.S.*, 358 F.Supp.2d 462,
20 471 (D.C. Md. 2005) (showing varied rates for attorneys with different years of experience).

21 However, this is not such a federal case and a lawyer's years or amount of experience is also
22 argued to signify that an experienced attorney would not need to spend as much time on complex or
23 simple issues as a less experienced attorney, justifying decreased hourly awards. *Blum v. Stenson*,
24 465 U.S. 886, 898 (1984) (noting that with sufficient supporting evidence more experienced

1 attorneys could be justified in higher hourly rates as they would need to spend less time on complex
2 matters). Moreover, the lodestar method has not been formally recognized in the CNMI. Therefore,
3 the relevant number of years of experience Plaintiff's Counsel has, his reputation and great wealth
4 of knowledge on small claims court cases do not, in this Court's opinion, warrant a higher
5 adjustment to an otherwise reasonable award of attorneys' fees in a small claims case.

6 **8. Whether the fee is fixed or contingent**

7 The final factor this Court is to consider is whether the requested amount of attorneys' fees
8 is based on a fixed or contingent fee arrangement. Consideration of this factor is of little aid to the
9 Court in resolving the instant case because, as noted above, the standard practice for the past 20-
10 plus years in Superior Court Small Claims cases has been to award attorneys' fees based on the
11 scale provided in 1991 Amended Notice to Counsel. The necessary observation is that using such a
12 practice to award attorneys' fees is based neither on a fixed or contingency fee arrangement.
13 Moreover, the Court finds neither of the alternatives appropriate for the following reasons:

14 **i. The Proposed Contingency Fee Award**

15 First, Plaintiff's request that in the alternative an award equal to its contingency fee
16 agreement—one-third of the judgment (roughly \$438.00 based on the principal awarded)—is
17 unreasonable. Both federal and state courts of our sister jurisdictions have found that contingency
18 fees paid by plaintiffs and attorneys' fees awarded to the prevailing party and shifted onto losing
19 party are two separate issues. *See, e.g., United States ex rel. Depace v. Cooper Health Sys.*, 940 F.
20 Supp. 2d 208, 214 (D.N.J. 2013) ("statutory fees are a separate issue from contingent fees");
21 *Venegas v. Mitchell*, 495 U.S. 82, 90 (1990). Further, the extent of a contingency fee contract's
22 binding nature was clarified as follows:

23 A fee contract is a matter between the client and the attorney. The amount due
24 under that contract may not serve as a basis for computing an attorney's fee award
against the unsuccessful party. It merely reflects the value of those services to the

1 parties bound by that agreement inter se. It is not binding on the court in awarding
2 an appropriate attorney's fee.

3 *Silver Creek Invs., Inc. v. Whitten Constr. Mgmt., Inc.*, 307 P.3d 360, 368 (Okla. Civ. App. 2013)
4 (citation omitted). Accordingly, “[t]he court may, in fact, conclude that the contingency fee
5 agreement yields a reasonable fee. However, the court is not bound by the terms of the agreement.”
6 *S.C. DOT v. Revels*, 411 S.C. 1, 11-12 (2014) (citation omitted). Therefore, although this Court
7 must consider whether the requested amount is on a contingent or hourly basis, it is not bound to
8 use that figure when determining the amount of attorneys’ fees to shift onto Defendant to pay in this
9 instant small claims case.

10 Moreover, the Court notes Plaintiff’s Counsel has reported that this one-third contingency
11 fee is a standard agreement for the many cases Counsel handles for Plaintiff. This agreement then is
12 intended to compensate Counsel for high-risk cases in which Plaintiff does not prevail. Shifting this
13 fee amount onto Defendant then would in effect make Defendant pay for Counsel’s time in other
14 cases—such a result is unreasonable. *See City of Burlington v. Dague*, 505 U.S. 557, 565 (1992)
15 (finding that shifting contingency fees onto a defendant is inappropriate because it makes the
16 defendant pay for counsel’s time in other cases).

17 **ii. The Proposed Hourly Rate Award**

18 Second, Counsel’s proposal to use his standard billing rate of \$250.00 per hour (or, \$625.00)
19 is clearly unacceptable because granting an award in an even greater amount than at values already
20 found to be unreasonable is obviously inappropriate. Moreover, Counsel’s suggestion to base an
21 award on his standard hourly of \$250.00 per hour lacks any justification for why this simple, small
22 claims case against a *pro se* litigant, over unpaid rent justifies attorneys’ fees higher than the
23 amount of Plaintiff’s contingency agreement (or, requires payment at the premier rate used for
24

1 complex litigations against parties who retain opposing counsel and are required to follow formal
2 rules of procedure and evidence). Accordingly, \$625.00 in fees will not be awarded in this case.

3 **iii. Award amounts proposed by Plaintiff's Counsel are not reasonable**

4 In sum, the alternative amounts are even more costly than those contained on the sliding-
5 scale document at issue and more importantly are not based upon the actual time spent by Counsel
6 working this case. Further, the alternative amounts cannot be justified in the small claims court
7 forum where lawyers contest litigation against *pro se* litigants under relaxed rules of evidence and
8 procedure. This Court must therefore determine the appropriate amount to be awarded and required
9 of Defendant to pay. *See Malite 2* at ¶ 17.

10 **E. Determination of reasonable attorneys' fees for this case**

11 The *Malite* analysis and consideration of the MRPC factors as discussed above support
12 awarding a lesser amount of attorneys' fees than those requested by Plaintiff's Counsel.
13 Specifically, Counsel's requested fees in the amount of \$350.00 which divided by the 2.5 hours of
14 total work performed (the amount of time which this Court finds reasonable) would equal payment
15 at \$140.00 per hour. Given the underlying purposes and governing procedures of the CNMI Small
16 Claims Court, this rate appears unreasonable in this Court's opinion and a reasonable amount must
17 be determined.⁵

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20 _____
21 ⁵ As provided for the Commonwealth Rules of Civil Procedure, the parties in small claims court cases are "encouraged"
22 to appear without counsel, thereby completely forgiving the debtor from ever having to pay the costs of the attorneys'
23 fees of the creditor. NMI R. Civ. P. 83(b). To ensure a creditor receives debts owed in a timely fashion, the CNMI
24 Small Claims Court was designed to hear arguments from the parties directly and simply requires a presentation of "a
written list of the items/claims, showing their respective dates and amounts" as evidence of damages due. NMI R. Civ.
P. 83(e)(1). The defendants in small claims cases are not required to file formal answers to the summons and complaint,
which in general civil actions would be considered as admissions; nor do small claims trials follow the usual rules of
evidence and procedure; and the court can assist in the presentation of evidence in small claims trials. See NMI R. Civ.
P. 83(e), (f). The purpose of Small Claims Court, then, is to afford quick, affordable disposition of cases without the
need for counsel.

1 **1. Attorneys’ fees should be awarded by multiplying the amount of time spent working**
2 **the case by a reasonable hourly rate.**

3 First, this Court finds that the amount of attorneys’ fees Defendant should be required to pay
4 should be calculated by employing a reasonable hourly rate multiplied by the actually amount of
5 time spent both in and out of court on the case by an attorney (while also taking into consideration
6 the extent of the benefit given to the parties). This method of calculation ensures that compensation
7 reflects the expenses Defendant actually incurred Plaintiff to enforce the contract.

8 **2. The rate of \$75.00 per hour is reasonable under the *Malite* analysis and relevant**
9 **MRPC factors.**

10 Second, this Court finds that \$75.00 per hour is a reasonable rate which should be used to
11 determine the amount of attorneys’ fees the Defendant should be required to pay in this case for the
12 following reasons.

13 Foremost, it is significant to note that the CNMI Superior Court has already set as an hourly
14 rate of “\$75 per hour for time reasonably expended in or out of court” as appropriate compensation
15 to attorneys appointed to represent persons with a constitutional or statutory right to counsel in
16 CNMI court proceedings. *See* NMI Supreme Court Rule 80, Resolution 2012-01. To be clear,
17 members of the CNMI bar association (i.e., the local legal community) who are appointed in cases
18 to represent defendants facing incarceration in contempt of court proceedings in the CNMI Small
19 Claims Court are paid \$75 per hour for time spent working on a case in and out of court.

20 What is also important to note is that appointed counsels are in addition held in a “high
21 degree” of care in the keeping of records which will support all claims in their applications for
22 payment. *See* NMI Supreme Court Rule 80(k)(1). Bills submitted for attorneys’ fees must show
23 with specificity the total number of hours of in-court and out-of-court spent working on the case,
24 with an explanation as to the nature of each entry. *Id.* This Court believes that since our Supreme
Court has determined that compensating court appointed counsels in Small Claims Court contempt

1 of court proceedings at the rate of \$75 per hour is reasonable, then using that same \$75 per hour rate
2 is a reasonable basis to award attorneys' fees in Small Claims Court cases such as the instant
3 matter. Awarding attorneys' fees by looking up a number on a sliding-scale of values lacks
4 specificity to the amount of work actually performed and the high degree of care required under
5 existing Supreme Court Rules and precedent.

6 Further, this Court believes that the type and amount of legal services entailed in
7 representing an individual in a contempt of court hearing, in which an individual's liberty is at risk
8 (and in which counsel usually faces opposing legal counsel), is equal in nature and perhaps even
9 greater in importance to the legal services performed in this small claims case by a collections
10 lawyer. Specifically, contempt of court proceedings are typically more complex litigation since
11 incarceration is a possibility and are conducted against an opposing attorney under formal rules of
12 evidence and procedure instead of against a *pro se* defendant in open court. The level of legal
13 expertise or skill needed for a court appointment is clearly equal to or greater than in a collections
14 case in this Court's opinion. To award higher fees of compensation in collection cases than the rate
15 an attorney is paid for his or her efforts to protect the Constitutional rights of litigants in small
16 claims cases would seemingly put a higher value on the protection of a plaintiff's money than on
17 the protection of a defendant's civil liberties.

18 In sum, after careful consideration, this Court finds the practice of granting attorneys' fees
19 based on a sliding-scale derived from the value of civil action default judgments is not appropriate
20 in small claims cases because attorneys' fee awards are to be based upon the amount of work
21 actually expended in a case and a judicial determination of reasonableness.

22 The *Malite* analysis and consideration of the MRPC factors suggest that awarding fees at the
23 rate of \$75.00 per hour for each hour actually expended is likely a reasonable baseline for the
24 amount of attorneys' fees that are to be shifted to defendants in Small Claims Court cases where

1 there is a legal basis for not following the American Rule.⁶ Here, Counsel reported that he expended
2 2.5 hours of time in this case, which comes to a total award of \$187.50 at the rate of \$75.00 per
3 hour.⁷

4 **V. CONCLUSION**

5 For the foregoing reasons, this Court hereby **FINDS** the award of \$187.50 in attorneys' fees
6 is a reasonable amount for Defendant Mallari to pay.⁸ This Court **AWARDS** Plaintiff \$187.50 in
7 attorneys' fees and \$55.00 in costs.

8 **IT IS SO ORDERED** this 7th day of June, 2018.

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11 **Wesley M. Bogdan, Associate Judge**

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21 ⁶ The Court acknowledges that extenuating circumstances may alter the reasonableness of this amount in certain cases.

22 ⁷ The Court notes that counsels in future small claims cases such as this and in which an award of attorneys' fees is granted should submit a draft judgment and declaration of billings calculated at \$75 per hour that breaks down the actually time worked as set out in NMI Supreme Court Rule 80(k)(1).

23 ⁸ To be absolutely clear, this Court is not determining the ultimate amount of attorneys' fees that Plaintiff may decide to pay Counsel, or, the reasonableness of any fee agreement which may exist between Plaintiff and its
24 Counsel. This Court is only determining the amount of fees that it finds is reasonable to shift or require the Defendant to pay in this Small Claims Court case.



Supreme Court
of the
Commonwealth of the Northern Mariana Islands
SAIPAN, NORTHERN MARIANA ISLANDS 96950

TELEPHONES: 734-6401/6402
234-6403/6404

AMENDED NOTICE TO COUNSEL

Effective January 10, 1992 reasonable attorney's fee in default civil cases will be as follows:

| <u>Principal Amount</u> | <u>Fees Allowed</u> | |
|-------------------------|---------------------|---|
| Order | \$75.00 | \$25.00 |
| \$ 75.00 to | \$ 150.00 | \$50.00 |
| \$ 151.00 to | \$ 300.00 | \$75.00 |
| \$ 301.00 to | \$ 400.00 | \$100.00 |
| \$ 401.00 to | \$ 500.00 | \$150.00 |
| \$ 501.00 to | \$ 750.00 | \$175.00 |
| \$ 751.00 to | \$1,000.00 | \$250.00 |
| \$ 1,001.00 to | \$1,500.00 | \$350.00 |
| \$ 1,501.00 to | \$2,000.00 | \$425.00 |
| \$ 2,001.00 to | \$2,500.00 | \$475.00 |
| \$ 2,501.00 to | \$3,000.00 | \$550.00 |
| \$ 3,001.00 to | \$3,500.00 | \$600.00 |
| \$ 3,501.00 to | \$4,000.00 | \$650.00 |
| \$ 4,001.00 to | \$4,500.00 | \$725.00 |
| \$ 4,501.00 to | \$5,000.00 | \$800.00 |
| \$ 5,001.00 to | \$7,500.00 | \$875.00 |
| \$ 7,501.00 to | \$10,000.00 | \$1,000.00 |
| \$10,001.00 to | \$15,000.00 | \$1,250.00 |
| \$15,001.00 to | \$20,000.00 | \$1,500.00 |
| \$20,001.00 or | \$25,000.00 | \$2,000.00 |
| \$25,001.00 or | more | \$2,000.00 plus 5% of the amount in excess of \$25,000.00 |

Procedural fee schedule

Dated this 30th day of December 1991.

[Signature]
Pedro M. Atalig
Presiding Judge

*the face value of the
each exceeds \$750.00 after
multiplying 3X, take
ref 750.00 maximum.*

Tribal Damage - max. of \$750.00