

**FORT PECK COURT OF APPEALS  
ASSINIBOINE & SIOUX TRIBES  
WOLF POINT, MONTANA**

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INDEPENDENCE BANK,	)	
	)	
Appellant,	)	Cause No. <u>498</u>
	)	
-vs-	)	
	)	<b>OPINION AND ORDER</b>
JEROMY CHRISTIANSON,	)	
	)	
Appellee.	)	

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**APPEARANCES**

**Laura Christoffersen, Esq.**, KNIERIM, FEWER & CHRISTOFFERSEN, P.C.,  
P.O. Box 650, Culbertson, Montana 59218-0650, as Attorney for Appellant.

Appellee, Jeromy Christianson, appeared pro se at the oral argument hearing on September 24, 2008; his initial appearance in the proceedings being through Counsel Leighton E. Reum.

**FACTUAL BACKGROUND**

This matter arose from a default judgment entered against Jeromy Christianson (Defendant and/or Appellee) on December 1, 2003. The judgment was for a balance owing Independence Bank (Plaintiff and/or Appellant), on a car loan note.

The vehicle was thereafter repossessed and after notices, the vehicle was sold. The Bank made numerous and reasonable efforts to sell the vehicle, and eventually took written bids.

After the sale, a deficiency hearing was held on October 27, 2004. Defendant agreed on the amount of deficiency and stipulated to entry of a garnishment order, which was entered by court. Neither party appeared with counsel at that time.

At a subsequent hearing on August 28, 2007, the garnishment order was reversed and the Bank was ordered to return all garnished monies to Defendant until a report of sale was presented to the court. This report was presented and heard on January 8, 2008; both parties appearing with counsel. The court issued an Order on February 5, 2008, denying Bank's Right To Entry Of Deficiency Judgment and Writ of Garnishment.

This appeal followed.

### **OPINION AND ORDER**

A major issue on appeal was whether the Notice of Sale of the vehicle after repossession conformed to law. We find here that the Notice and Sale were in compliance with applicable law. The Bank took additional reasonable steps to obtain a bona fide reasonable bid available for the vehicle.

Regarding the issue of the Deficiency Judgment and Order, a review of the court transcript and file shows clearly that Plaintiff and Defendant entered into a Stipulation of Deficiency amount and Garnishment plan. The parties are bound by such Stipulation. A review of the transcript and file also shows that notices given in this matter were in conformity with applicable law.

Here, the court ordered the return of wages garnished. We are presented therefore, with an issue of fairness and justice to the parties on a matter pending for a considerable time without resolution.

**IT IS NOW, THEREFORE, THE ORDER OF THIS COURT AS FOLLOWS:**

1. The court orders regarding return of garnished monies and denying the Bank's right to entry of Deficiency Judgment and Writ of Garnishment are reversed.
2. The Deficiency Judgment amount is hereby set at the original stipulated sum of \$10,541.24. In the interest of fairness and justice, we order this sum due to the Bank, collectable by voluntary payments from Defendant, wage garnishment or other allowed collection methods. No further interest will be allowed on the amount, and no additional attorney fees or costs will be added to the sum.

**DATED** this 16 day of December, 2008.

**FORT PECK COURT OF APPEALS**

By: Brenda Desmond  
**BRENDA DESMOND**, Chief Justice

[Signature] 2-3-2009  
**JOE RAFFIANI**, Associate Justice

[Signature]  
**GERARD M. SCHUSTER**, Associate Justice

ATTNEY:  
DANNA HUNSAOUE, APPEALS CLERK  
DATE: 2-3-2009