

FILED

JUL 17 2025

**IN THE CHOCTAW SUPREME COURT
OF THE
MISSISSIPPI BAND OF CHOCTAW INDIANS**

CHOCTAW SUPREME COURT
BY: *J. Smith*
COURT CLERK
3:49 pm

DEVONIA R. THOMAS

APPELLANT

V.

CAUSE NO.: SC 2019-06

**LIGE'S AUTO SALES, LIGE FULTON,
JAMIE FULTON, CHRISTOPHER CLARK
AND BRIDGET CLARK**

APPELLEES

Per Curiam.

OPINION AND ORDER

This matter involves the illegal repossession on Choctaw tribal lands of the vehicle of Devonia R. Thomas, a member of the Mississippi Band of Choctaw Indians, by Lige's Auto Sales, Inc. (Lige's Auto), a business located in Neshoba County, Mississippi. The trial court found for Thomas and awarded damages for the lost contents in the repossessed vehicle as well as a limited award for penalty damages. Thomas appealed arguing that the court erred by denying her further damages for which she believes she was entitled. Finding no error, this Court affirms the decision of the trial court.

STATEMENT OF THE FACTS

On April 23, 2018, Thomas purchased a 2005 Honda Accord from Lige's Auto for a total of \$6,889.75. The parties entered into an installment contract for the purchase of the 2005 Honda Accord where Thomas provided a down payment of \$1,500.00, financed \$5,389.75, and agreed to pay Lige's Auto \$250.00 in monthly payments beginning on May 23, 2018. The contract contained no express warranties, and Thomas signed the Buyer's Guide indicating the vehicle was sold "as-is."

Plaintiff made the first three \$250.00 payments on the note. Thereafter, she failed to make the next six-monthly payments. Thomas contends that she was terminated from a ninety-day on-the-job training program as a result of being late for work three times due to mechanical issues with the car. Thomas began the on-the job training on December 10, 2018, and was terminated from the that program on February 7, 2019.

After Plaintiff was delinquent for six months on her installment payments to Lige's Auto, Defendant called Plaintiff in August, September, and October, mailed a letter to Plaintiff at the address on the sales contract in September regarding the late payments, and hired Christopher Clark and Bridget Clark (Clarks) to repossess the 2005 Honda Accord with the express instruction that they were not to repossess it on the reservation. Thomas spoke to Mr. Clark prior to the repossession and indicated that she would meet him at the Smith Justice Center Complex.

On January 23, 2019, despite Defendant's instruction, the Clarks repossessed the Honda Accord at Thomas's residence at 296 James Billy Road, which is located on the reservation. Thomas herself was not present at the house, but her boyfriend was present and handed over the keys to the Honda Accord to the Clarks.

At the time of this repossession, Plaintiff's son's \$125 basketball shoes and \$700 iPhone 8 were in the car and never returned. The Clarks delivered the vehicle to Lige's Auto and it was resold.

As a result of the loss of her Honda Accord, Thomas borrowed \$2,500 from a friend and purchased a 2002 Mazda Millennia on April 30, 2019. Thomas borrowed an additional \$490.21 to make repairs to the 2002 Mazda.

PROCEDURAL HISTORY

On March 18, 2019, Thomas filed a complaint in the Choctaw Tribal Court for wrongful repossession, damages, and suffering mental and emotional anguish. She entered an amended complaint on April 4, 2019, and a second amended complaint on April 16, 2019. A bench trial was held on September 10, 2019. The trial judge entered his judgement eight days later finding that while Thomas was in delinquency, Appellees violated Choctaw Tribal Code (C.T.C.) § 26-9-503 which prohibits self-help repossession and requires either the “written consent to remove the property from ...[the reservation] from the Tribal member consumer purchaser at the time repossession is sought” or “order of the Tribal Court in an appropriate legal proceeding.” C.T.C. § 26-9-503(1). The trial judge stated that “[t]here was no dispute that Defendant Clark wrongfully repossessed the car at the home of Plaintiff Devonia Thomas without a court order or written consent.” The trial judge awarded Thomas \$1,075.00 in actual damages for the \$125.00 basketball shoes, \$700.00 for the iPhone, and \$250 for one month use of the vehicle; a statutory penalty of \$500.00; and court costs of \$27.00 for a total of \$1,602.00. Aggrieved, Thomas appealed.

STANDARD OF REVIEW

In the context of assessing damages, which is a finding of fact, “the appellate court must review the damages award by looking to the ‘facts of each case.’” *Greater Canton Ford Mercury, Inc. v. Lane*, 997 So. 2d 198, 206 (Miss. 2008) (quoting *Texaco, Inc. v. Addison*, 613 So. 2d 1193, 1202 (Miss. 1993)(citations omitted). “Damage awards are only overturned when the trial judge has abused his discretion or ‘in exceptional cases where such awards are so gross as to be contrary to right reason.’” *Id.*

DISCUSSION AND ANALYSIS

The issue before this Court is whether the trial court erred by denying Plaintiff full compensation for her alleged actual out-of-pocket damages incurred as a result of the Defendant's illegal repossession of the Honda Accord on Tribal lands: a \$2500.00 personal loan to replace the vehicle, and \$490.21 for repairs to the replacement vehicle, and an unspecified amount for other unproven damages. To ascertain whether the trial judge abused his discretion in awarding Plaintiff actual damages in the amount of \$1,602.00 which included \$1,075.00 for the items in the car at the time of repossession, a statutory penalty of \$500.00 and court costs of \$27.00, this Court looks to the law governing damages that may be awarded for self-help repossession under C.T.C. § 26-9-503(3).

A person found to violate C.T.C. § 26-9-503(3)(a) "shall be subject to a private right of action by the debtor. The debtor shall be entitled to *actual damages plus a civil penalty up to \$1,000, in addition to court costs and attorneys' fees, if the debtor prevails.*" (emphasis added). "Actual damages are defined as follows: 'Compensation for actual injuries or loss[.] [A]ctual damages flowing from injury[,] . . . which are to be distinguished from damages which are nominal, exemplary or punitive.'" *Murrell v. Brown*, 202 So. 3d 287, 291 (Miss. 2016) (quoting *Gorman v. McMahon*, 792 So. 2d 307, 316 (Miss. Ct. App. 2001)).

Thomas argues that after finding that Defendants illegally repossessed her Honda Accord, the tribal court erred by not reimbursing her the \$2500 personal loan to buy a new car and an additional loan of \$490.21 for repairs to the new vehicle. However, although Defendants wrongfully repossessed her vehicle, there was no dispute by the parties that Thomas had defaulted on her car payments for six months. In fact, testimony revealed that Lige's Auto had put Thomas on notice of this default and intent to repossess the vehicle in advance. Thomas was aware she was

behind on payments and that Defendants had a legal right to repossess the Honda Accord. Thomas herself also acknowledged she had attempted to facilitate the repossession of the Honda Accord with the Clarks. Therefore, the actual damages flowing from the injury did not include replacing a vehicle that the Defendants had a legal right to repossess nor were any costs of repairs to said vehicle which was sold "as-is." The court also, without a request, awarded damages for the use of the car for 30 days which Defendant would have been required to provide Plaintiff had Defendant utilized the court for a replevin proceeding. Plaintiff's \$250.00 damage award was based on a finding that her \$250.00 monthly payment was a reasonable value to assign for such time lost of the vehicle. As such, this Court finds no abuse of discretion by the trial court's decision that the actual damages to which Thomas was entitled was from the harm caused by the method of repossession and limiting damages awarded to the loss of use of the car for thirty days and the value of the personal property in the car, and not returned, at the time of Defendants' self-help repossession.

Next, Thomas argues that due to Mr. Clark's alleged harassment, Defendants' failure to return the car, and Mr. Clark's alleged breach of peace by coming on to the reservation to illegally repossess the car, the court should have awarded her an unspecified amount for her alleged damages. Additionally, she states the civil penalty amount should be increased to the statutory maximum amount of \$1,000.00 due to the Defendants' wrongful and illegal repossession.

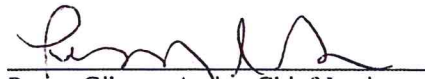
As stated above, the plain language of C.T.C. § 26-9-503(3)(a) only provides only for "*actual damages* plus a civil penalty *up to \$1,000*, in addition to court costs and attorney's fees if the debtor prevails." (emphasis added). This statute only provides for actual damages, not alleged unproven damages, and Plaintiff introduced no evidence regarding attorney's fees, punitive damages or lost wages. The lower court considered the number of Mr. Clark's telephone calls, and


the unlawful repossession of the vehicle on the reservation and found no evidence of breach of peace or the removal of the car without a prior discussion with Thomas or her boyfriend. However, due to the unlawful nature of the repossession of the Honda Accord, the trial judge ordered a civil penalty in the amount of \$500.00 for failure to obtain a court order or the written permission of Plaintiff to repossess the vehicle on Tribal lands. This Court determines that the trial judge did not abuse his discretion by not awarding Plaintiff full compensation for her alleged out-of-pocket damages and that the judge's award is within the bounds of reason. This Court affirms the decision of the trial court.

CONCLUSION

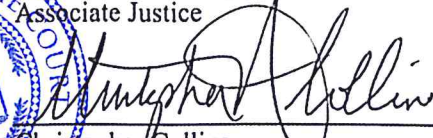
This Court finds no abuse of discretion by the trial judge in awarding Plaintiff damages in the amount of \$1,602.00, which included \$1,075.00 for actual damages based on the value of the items in the car at the time of repossession, a statutory civil penalty of \$500.00, and court costs of \$27.00 for filing fees. The decision of the lower court is affirmed.

SO ORDERED, this the 17th day of July, 2025


Peggy Gibson, Acting Chief Justice


Brenda Toineeta Pipestem
Associate Justice




Christopher Collins,
Associate Justice Pro Tem

CERTIFICATE OF SERVICE

I, hereby certify that I have this, the 17th day of July 2025, cause to be forward by electronic mail, United States mail and/or hand delivered, a true and correct copy of the above and foregoing document to the below listed counsel of record.

Hon. J. Andrew Hammond
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Judge Jeff Webb
Choctaw Tribal Civil Court
Choctaw, Mississippi 39350
(Hand Delivery)

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Jane Charles, Clerk of Supreme Court

