

CITATION: ROBERT R. NG v. HAO JI TANG, formerly known as JOSEPH HOKAI TANG,
2025 ONSC 4740

COURT FILE NO.: CV-15-00063494-0000

MOTION HEARD: 2025-08-15

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: ROBERT R. NG, Plaintiff

- and -

HAO JI TANG, formerly known as JOSEPH HOKAI TANG, Defendant

BEFORE: Associate Justice Kamal

COUNSEL: David Sherriff-Scott and Scott Pollock, for the Plaintiff

REASONS FOR DECISION

1. Thankfully, the *Rules of Civil Procedure*¹ permit the Court to issue a writ of seizure and sale in a debtor’s alias and issue a notice of garnishment. These are the exact types of circumstances the *Rules of Civil Procedure* seek to address in Rule [60.07\(10\)](#).
2. In our civil justice system, writs of seizure and notices of garnishment are important enforcement tools to ensure that judgments are not pieces of paper (or electronic documents) or symbolic victories, but tangible recoveries. This is especially critical when dealing with evasive or unscrupulous debtors. In today’s social media era, where appearances can mask financial realities and assets can be flaunted one day and hidden the next, these legal tools are more essential than ever for cutting through the illusion and securing real justice.
3. This is an *ex parte* motion brought by the plaintiff, Robert R. Ng (the “Plaintiff”), seeking leave from the Court to issue an alias writ of seizure and sale and a notice of garnishment in the name of the Defendant and his aliases.

¹ Any reference to a rule or subrule in this decision refers to the *Rules of Civil Procedure*

4. For the reasons that follow, it would be against the interest of justice to allow the Defendant debtor to intentionally frustrate enforcement by using aliases to avoid detection. In my view, it is in the interests of justice to issue the alias writ of seizure and sale and the garnishment to include the Defendant's aliases.

Background Facts

5. In 2007, the Defendant was convicted and incarcerated for 10 counts of mail and wire fraud in the United States District Court for the Northern District of California, Criminal Division.
6. As a result, the Defendant was ordered to make a restitution payment to the Plaintiff in the amount judgment enforcing the order in the Plaintiff's favour, in the amount of \$210,750 USD plus interest thereon in the amount of \$172,006.64 USD.
7. After his incarceration, the Defendant was deported to Canada, where he successfully applied to change his name in an effort to conceal his identity and whereabouts, fraudulently failing to disclose his criminal past.
8. On February 26, 2015, the Plaintiff commenced this action.
9. The Defendant, Hao Ji Tang, was noted in default on or about June 3, 2015.
10. Default Judgment against the Defendant was granted by order of Justice Aitken on October 30, 2015.
11. The Defendant was ordered to pay the Plaintiff \$382,756.64 USD, pre and post judgment interest of 10% per annum, and costs of \$6,547.82 CAD. W
12. While the Plaintiff submitted a writ of seizure and sale to the Sherriff of the City of Ottawa on January 11, 2016, neither the Defendant nor his property could be located at that time.

13. The Plaintiff learned that the Defendant was no longer in the City of Ottawa. The Plaintiff had no information on where he was, so the Plaintiff created a subsequent website at <https://www.haojitang.info>. The website shared an e-mail address, and asked the public to provide information about where they might have seen the Defendant.
14. Through this website, the Plaintiff learned that the Defendant moved from Ottawa to Toronto, Hamilton and finally Niagara-on-the-Lake, and used various aliases including “Joey Hicks”, “Chef Kai”, and “Joey Dang”. While the Plaintiff received various details about the Defendant’s location between 2016 and 2022, the information was either outdated or it did not specify where the Defendant was living and working.
15. In May 2024, the Plaintiff learned of the Defendant’s home address and place of work in Niagara-on-the-Lake. The Plaintiff learned that the Defendant is going by the name “Joey Dang”.
16. The Plaintiff retained a private investigator to confirm this information.

Law and Analysis

An *ex parte* order is appropriate in the circumstances

17. [Subrule 37.07\(2\)](#) grants the Court discretion to hear a motion without notice where the circumstances render service of the notice of motion impracticable or unnecessary.
18. I also note that Rule 60.07(10) permits the creditor to make a motion without notice seek a change or variation to the writ to add aliases.
19. In the context of a motion to issue a writ of seizure and sale, it is appropriate to hear the motion *ex parte* where the debtor has a history of fraudulent behaviour, or where there is evidence that the defendant could act to frustrate debt collection efforts if they were given notice. See [The Bingo Connection v Ryckman, 2021 ONSC 2335](#) at [paras 16-17](#);

[Davidson v Martel, 2013 ONSC 1425](#) at [para 19](#); [Brawinger Group Limited v Spring, 2023 ONSC 4832](#) at [para 3](#).

20. Based on the record before me, it is appropriate to proceed without notice for the following reasons:
- a. The Defendant has demonstrated a pattern of moving and changing his identity to avoid repaying his restitution. This resulted in the Plaintiff being unable to enforce the original writ of seizure and sale issued in 2016.
 - b. Notice of this motion would provide the Defendant another opportunity to change his identity, leave the jurisdiction and escape enforcement, ultimately defeating its purpose.
 - c. The debt at issue in this proceeding has been outstanding for over a decade, and the Defendant has made no effort to pay any of it since prior to it being recognized in Ontario. This is akin to the circumstances in [Davidson v Martel, 2013 ONSC 1425](#).
21. I also note that service is unnecessary in the case. Pursuant to [subrule 19.02\(3\)](#), a Defendant who is noted in default is not entitled to notice of any subsequent step in the action and need not be served with any other document. There are several exceptions listed in subsection 19.02(3), but these exceptions do not include motions under 60.07 or 60.08. The Defendant has been noted in default, and default judgment was granted.

Leave to issue an alias writ of seizure and sale and leave to issue a notice of garnishment

22. [Subrule 60.07\(6\)](#) states that a writ or seizure and sale remains in force for six years. [Subrule 60.07\(2\)](#) provides that leave of the Court is required to issue a writ of seizure of sale where six or more years have elapsed from the date of the original judgment.

23. The Plaintiff's original writ expired on January 11, 2022, and accordingly leave is required to issue an alias writ of seizure and sale.
24. An alias writ of seizure and sale takes effect when it is issued, and therefore does not affect a third party's intervening rights. See [Burns v Ontario Society for Prevention of Cruelty to Animals, 2012 ONSC 339](#) at [para 13](#).
25. To obtain leave to issue an alias writ of seizure and sale, a plaintiff must adduce evidence explaining the delay, such that the court may conclude that the plaintiff has not waived its rights or acquiesced in non-payment of the judgment. See [Achtem v Boese, 2021 ONCA 284](#) at paras 4, 9, citing [Royal Bank of Canada v Correia, 2006 CanLII 26976](#) (ONSC) at [para 6](#); [Bank of Montreal v Adams, 2024 ONSC 2773](#) at [para 21](#).
26. The moving party is only required to meet a "very low evidentiary threshold", and it is a "rare case" that a plaintiff is not successful. See [Achtem v Boese, 2021 ONCA 284](#) at paras 4 and 15; [Bank of Montreal v Adams, 2024 ONSC 2773](#) at [para 22](#), citing [Adelaide Capital Corporation v 412259 Ontario Ltd, 2006 CanLII 34725](#) (ONSC) at [para 13](#).
27. As long as there is some evidence of ongoing attempts to enforce the judgment, leave is appropriate, even if the plaintiff was not proactive or was not specific with regard to the steps taken to enforce the judgment. See [Royal Bank of Canada v Correia, 2006 CanLII 26976](#) (ONSC) at [para 16](#).
28. A plaintiff making inquiries about a debtor's whereabouts is evidence that the plaintiff has not waived their rights. See [Davidson v Martel, 2013 ONSC 1425](#) at [para 34](#).
29. If the plaintiff meets this low threshold, the defendant may then show that the enforcement of the claim would be inequitable.
30. In the context of *ex parte* motions, the Court has balanced the defendant's right to provide such evidence against the plaintiff's right to enforce a judgment without further frustration of the writ by the Defendant, by making an order expressly without prejudice to the Defendant's right to bring a motion to set it aside.

31. [Subrule 39.01\(6\)](#) also requires the Plaintiff to make full and fair disclosure of all material facts on this *ex parte* motion. The Plaintiff has confirmed that there are no additional facts regarding the interactions between the Plaintiff and the Defendant.
32. In my view, the Plaintiff has a reasonable explanation for the delay and has not waived or otherwise acquiesced his rights in the judgment based on the following:
- a. As the Plaintiff has not spoken with the Defendant, either directly or indirectly. The Plaintiff has not indicated to the Defendant at any point that they have waived my rights under the judgment or acquiesced to non-payment.
 - b. The Plaintiff has not, through any actions, forgiven any of the debt or acquiesced to non payment of the judgment;
 - c. The Plaintiff has continued to make creative efforts to try to locate the Defendant through the use of information from the public. This includes setting up and maintaining the <https://www.haojitang.info/> website specifically for the purpose of having members of the public reach out to the Plaintiff has not with details about the Defendants' whereabouts, aliases and other information.
 - d. In addition to ensuring that the police are informed of any other criminal activities that the Defendant may commit, the purpose of the website was to gather up-to-date information so that the Plaintiff has not could continue to pursue enforcement on the judgement.
 - e. While the Plaintiff received some information about the Defendant's whereabouts and aliases between January 2016 and January 2022, when the writ was in force, the information provided by informants was stale dated. In other words, by the time the Plaintiff received information about the Defendant, the information either did not specify where he was living or working, or he had already changed cities and/or names.
 - f. The Defendant was actively and frequently moving cities and changing his name. The Plaintiff has a reasonable belief that the writ would not lead to an effective enforcement of the judgment.

- g. The recently obtained information indicates that the Defendant is currently living and working in Niagara-on-the-Lake. This has been confirmed by the surveillance conducted by a private investigator.
33. I find that the Plaintiff has satisfied the low evidentiary bar required in the test for leave. Accordingly, I am prepared to grant leave allowing the Plaintiff to issue a writ of seizure and sale against the Defendant.
34. [Subrule 60.08\(1\)](#) states that a creditor under an order for the payment of money may enforce it by garnishment of debts payable to the debtor by other persons. However, [subrule 60.08\(2\)](#) provides that leave is required to issue a notice of garnishment where six years has elapsed since the date of the judgment. Accordingly, leave is required in this case.
35. The test for granting leave to issue a notice of garnishment under [subrule 60.08\(2\)](#) is identical to the test for leave to issue a writ of seizure under [subrule 60.07\(2\)](#), which is discussed above. See [Royal Bank of Canada v Correia, 2006 CanLII 26976 \(ONSC\)](#) at [para 6](#).
36. I find that the Plaintiff has satisfied the low evidentiary bar required in the test for leave to issue a notice of garnishment.

The writ of seizure and sale and notice of garnishment should be issued in the name of the Defendant's aliases

37. [Subrule 60.07\(10\)](#) of the *Rules* provides that a creditor may, on a motion without notice, seek a change or variation to a writ of seizure of sale if the debtor (a) changed their name after the writ was issued, (b) uses an alias, or (c) uses a variation of spelling of their name.

38. This subrule is intended to address situations where a debtor is using multiple names in a manner that may frustrate enforcement efforts.
39. Accordingly, the *Rules* contemplate the issuance of writs in the name of aliases used by a judgment debtor.
40. In this instance, while the Plaintiff is seeking the issuance of a new writ, instead of seeking a change or variation of existing writs, the evidence demonstrates that the Defendant has changed his name and identity on multiple occasions, in an effort to avoid the judgments from California and Ontario. Without notifying the government about his conviction, he fraudulently obtained a change of name after “Joey Dang” and simply “Joey” which when combined with his legal last name is “Joey Tang”.
41. In my view, it would be inequitable to allow the Defendant to intentionally frustrate enforcement by using aliases to avoid detection. It is in the interests of justice to issue the alias writ of seizure and sale and the garnishment to include the Defendant’s aliases.
42. I note that [Rule 2.03](#) of the *Rules of Civil Procedure* permit the court to dispense with compliance with any rule at any time where it is in the interest of justice.
43. In reading [Rule 2.03](#) together with the [subrule 60.07\(10\)](#), I am of the view that it is in the interest of justice to issue the alias writ of seizure and sale and the garnishment to include the Defendant’s aliases.

Other considerations

44. I note that the Plaintiff originally wrote to the Court on February 21, 2025 advising that the Plaintiff was bringing this motion in-writing. The Notice of Motion is dated February 21, 2025.
45. This motion was brought to my attention in August of 2025.

46. I acknowledge that there are significant backlogs in our civil justice system. However, cases such as these require timely justice. Accordingly, I am providing leave that future motions in this matter relating to the enforcement of the judgment may be brought directly to my attention through Office of the Associate Judge. This includes motions to change or vary the writ of possession if new aliases of the Defendant become known to the Plaintiff.
47. I must also balance the defendant's right to provide such evidence against the plaintiff's right to enforce a judgment without further frustration of the writ by the Defendant. In my view, it is appropriate to make this order without prejudice to the Defendant's right to bring a motion to set it aside. See [Brawinger Group Limited et al v Spring et al, 2023 ONSC 4858](#) at [para 32](#).

Conclusion

48. Based on the record before me, it is in the interest of justice to grant leave to issue an alias writ of seizure and sale and a notice of garnishment in the name of the Defendant and his aliases.
49. Accordingly, the following orders are granted:
- a. The Plaintiff is granted leave to issue an alias Writ of Seizure and Sale as against Hao Ji Tang a.k.a Joseph Hokai Tang a.k.a "Joey Hicks" a.k.a. "Joey Dang" a.k.a. "Joey Tang," to replace the expired Writ of Seizure and Sale;
 - b. The Plaintiff is granted leave to issue a Notice of Garnishment as against Hao Ji Tang, a.k.a Joseph Hokai Tang a.k.a "Joey Hicks" a.k.a. "Joey Dang", a.k.a "Joey Tang" forthwith;
 - c. The above two orders are made without prejudice to the Defendant's right to bring a motion to set them aside, to be brought before me if possible.

- d. Any future motions in this matter relating to the enforcement of the judgment, including any motions to change or vary the writ of possession if new aliases of the Defendant become known to the Plaintiff, may be brought directly to my attention through Office of the Associate Judge.

Associate Justice Kamal

DATE: August 15, 2025