



PORT AUTHORITY OF GUAM
ATURIDAT I PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
Government of Guam
1026 Cabras Highway, Suite 201
Piti, Guam 96925

May 10, 2019

INTER-OFFICE MEMORANDUM

TO: Financial Affairs Controller 

FROM: Connie Jo Shinohara, Deputy General Manager, Admin/Finance 

SUBJECT: Superior Court Case No. CV0482-18
REF: BME & Sons vs Port Authority of Guam


In the case BME & Sons vs Port Authority of Guam, both parties have reached a settlement agreement as stipulated in the Settlement Agreement and Release of All Claims, totaling the sum of \$50,582.01.

The Board of Directors at its meeting of March 29, 2019 had approved the settlement terms between parties.

As such, kindly prepare payment in the amount of \$50,582.01, payable to BME & Sons. The check shall be delivered to the Port Authority's legal counsel - Law office of Phillips & Bordallo in order to file documents in the Superior Court necessary to effectuate dismissal, with prejudice for purposes of this case. Supporting documents are attached regarding this matter.

Should you have any questions, please do not hesitate to contact my office at ext. 308.

 Approved / / Disapproved


RORY. J. RESPICIO
General Manager

FILED

1 **TORRES LAW GROUP** RECEIVED BY: CB
2 SUITE 2A, 130 ASPINALL AVENUE DATE: 6/14/2019
3 HAGÁTÑA, GUAM 96910 TIME: 3:55 PM
4 TELEPHONE: (671) 477-9891-3
5 FACSIMILE: (671) 472-2601

2019 MAY 16 AM 11:30
SUPERIOR COURT
OF GUAM

TORRES LAW GROUP
RECEIVED

Attorneys for Plaintiff

Date: 5/21/19
Time: CB
By: JCS

7 IN THE SUPERIOR COURT OF GUAM

9 BME & SONS, INC.,

CIVIL CASE NO. CV0482-18

10 Plaintiff,

11 vs.

12 STIPULATION AND ORDER FOR
DISMISSAL, WITH PREJUDICE

12 JOSE D. LEON GUERRERO
13 COMMERCIAL PORT also known as
14 PORT AUTHORITY OF GUAM,

14 Defendant.

16 IT IS HEREBY STIPULATED by and between Plaintiff, BME & SONS, INC., and
17 Defendant, JOSE D. LEON GUERRERO COMMERCIAL PORT also known as PORT
18 AUTHORITY OF GUAM, through their respective Counsels of record, Phillip Torres, Esq.
19 of Torres Law Group, for Plaintiff, and Darleen E. Hiton, Esq. of the Law Offices of Phillips
20 & Bordallo, P.C., for Defendant, that any and all claims in the above-captioned matter
21 against Defendant shall be DISMISSED, with prejudice, the matter having been settled by
22 the parties. Attached hereto is a copy of the Settlement Agreement and Release of All
23 Claims. Each party hereto shall bear their own attorney's fees and costs.

24 STIPULATED BY:

25 TORRES LAW GROUP


27 DATED: May 9, 2019.

26 By: Phillip Torres
27 PHILLIP TORRES, ESQ.
28 Attorney for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LAW OFFICES OF
PHILLIPS & BORDALLO, P.C.

DATED: May 9th, 2019.

By 
DARLEEN E. HITON, ESQ.
Attorneys for Defendant

ORDER

The above Stipulation is **ADOPTED** and **APPROVED**.

SO ORDERED: MAY 16 2019.

Original Signed by:
HON. ELYZE M. IRIARTE

HONORABLE ELYZE M. IRIARTE
Judge, Superior Court of Guam

I do hereby certify that the foregoing is a full true and correct copy of the original on the file in the office of the clerk of the Superior Court of Guam.

MAY 16 2019


Betty T. Mesa
Deputy Clerk, Superior Court of Guam

BME & SONS, INC. vs. JOSE D. LEON GUERRERO
COMMERCIAL PORT also known as PORT AUTHORITY OF GUAM
Civil Case No. CV0482-18
STIPULATION AND ORDER FOR DISMISSAL, WITH PREJUDICE

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION OF payment of the sum of Fifty Thousand Five Hundred Eighty-Two Dollars and One Cent (\$50,582.01) payable as set forth in paragraph 3 below, **BME & SONS, INC.**, does, on behalf of itself as well as its successors and assigns (hereinafter "Releasor"), hereby releases, subject to the terms herein, and forever discharges the **JOSE D. LEON GUERRERO COMMERCIAL PORT also known as PORT AUTHORITY OF GUAM**, and its firms, organizations, corporations, subsidiaries, affiliates, entities, associations, insurers, governments, or parties known or unknown, and each of them, together with their successors, assigns, directors, officers, agents, employees, or insurers, and each of them (hereinafter "Releasee"), of and from any and all liability, claims, demands, damages, actions and causes of action of every kind, known or unknown, arising out of or in any way connected to the Contract for which Releasor filed a Claim against the Government with the Port Authority of Guam and the Office of the Attorney General on or about July 20, 2017 and the Complaint filed in the Superior Court of Guam on or about May 23, 2018, styled as ***BME & Sons, Inc. vs. Jose D. Leon Guerrero Commercial Port also known as Port Authority of Guam***, Civil Case No. CV0482-18.

1. It is agreed that this Settlement Agreement and Release of All Claims ("Release" or "Agreement") shall be governed by, construed, and enforced in accordance with laws of the Territory of Guam, and that all the consideration for this Release constitutes compensation for pain and suffering claimed by Releasor.

2. This Settlement Agreement and Release of All Claims requires the approval of the Releasee's Board of Directors.

3. The US\$50,582.01 settlement amount shall be made in one payment. After approval and payment of the settlement amount, it is agreed that Releasor and Releasee will file documents in the Superior Court of Guam necessary to effectuate dismissal, with prejudice, of the case entitled: ***BME & Sons, Inc. vs. Jose D. Leon Guerrero Commercial Port also known as Port Authority of Guam***, Civil Case No. CV0482-18.

4. Releasor hereby waives any and all rights under Title 18 GCA § 82602, and any similar law of any state or territory of the United States or of any foreign nation. Said section, which has been fully explained to Releasor, provides as follows:

Section 82602. Certain claims unaffected by general release.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5. The above-referenced sum and debt forgiveness are the entire and only pecuniary consideration for this Release, and Releasor is responsible for payment of any of their attorneys' fees, legal expenses, and any income taxes, personal or otherwise, if

any. It is stipulated that this Release and this settlement is made without duress or undue influence of any kind.

6. It is intended by the Releasor and Releasee, each of them, that this Release shall be complete and shall not be subject to any claim of mistake of fact or law by the Releasor or Releasee. This Release has been carefully reviewed by all parties, each of whom has had an opportunity to participate in the drafting of this Release by making changes, additions, or deletions. This Release expresses a full and complete settlement of liability claimed and denied as against Releasee. Other than what is specifically stated in this Release, no other promises of any kind have been made by any party to this Release, and regardless of the adequacy or inadequacy of the amount paid, this Release is intended to avoid litigation or arbitration between Releasor and the Releasee and to be final and complete in full.

7. This Release is the result of a compromise of a disputed claim and shall never at any time for any purpose be considered as an admission of any liability or responsibility of the parties hereby released, who deny and continue to deny any such liability and disclaim such responsibility.

8. This Release and the settlement contained herein is intended to, and the Releasor warrants that it will, dispose of all liability of Releasee, and each of them, to the Releasor, its assigns, issue, and to any other person, entity, or government that might now or ever in the future have a claim against Releasee with respect to the claims asserted in Civil Action No. CV0482-18.

9. It is the express intent and understanding of the Releasor and Releasee that any and all rights of indemnity and/or contribution or other derivative claims that any Releasee may have against any other persons, parties, firms, or entities shall be preserved by the executions of this Release. It is agreed and stipulated that this Release and settlement is made in good faith.

10. This Release is made pursuant to 5 GCA § 6210(b) which states that the Port Authority of Guam, as an autonomous instrumentality of the Government of Guam, is authorized to settle suits against it subject to the approval of its governing board.

11. If any provisions of this Release shall be held invalid under any applicable law, such invalidity shall not affect any other provision of this Release that can be given effect without the invalid provision, and, to this end, the provisions of this Release are severable.

12. Releasor hereby covenants and represents that they have the sole right and exclusive authority to execute this Release and receive the sums specified in it with respect to their claims; and that the Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

13. This Agreement has been entered into in the territory of Guam, and shall be governed by, construed and enforced in accordance with the laws of Guam.

14. If any portion or term of this Agreement is held unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

15. Releasor and Releasee agree to perform any such further acts and to execute and deliver and any all further documents that may be reasonably necessary or desirable to effectuate the terms and purpose of this Agreement.

16. This Release contains the entire agreement between the Releasor and the Releasee with regard to the matters set forth in it; and shall be binding upon and enure to the benefit of the successors, assigns, directors, officers, agents, and employees of each.

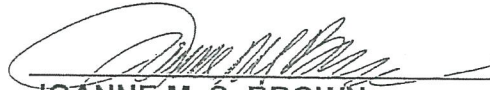
IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release of All Claims as set forth below.

RELEASOR

RELEASEE

BME & SONS, INC.

**JOSE D. LEON GUERRERO
COMMERCIAL PORT also known as
PORT AUTHORITY OF GUAM**



BERNIE MARANAN

JOANNE M. S. BROWN

General Manager

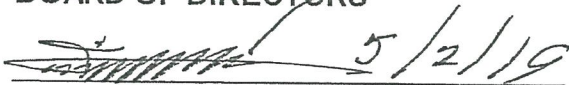
General Manager

Dated: 1/23/19

Dated: 1/4/19

APPROVED:

**JOSE D. LEON GUERRERO
COMMERCIAL PORT also known as
PORT AUTHORITY OF GUAM
BOARD OF DIRECTORS**



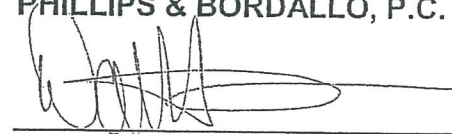
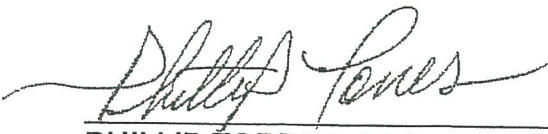
Its Duly Authorized Representative

Dated: 5/2/19

APPROVED AS TO FORM AND CONTENT:

TORRES LAW GROUP

**THE LAW OFFICES OF
PHILLIPS & BORDALLO, P.C.**



PHILLIP TORRES, ESQ.

DARLEEN E. HITON, ESQ.

Attorney for Releasor

Attorney for Releasee

Dated: 1/4/19

Dated: 1/4/19