

FILED
SUPERIOR COURT
OF GUAM

2025 MAY -5 AM 11:30

CLERK OF COURT

BY: mm

**CABOT
MANTANONA LLP**
929 South Marine Corps Dr. Ste. 200
Tamuning, Guam 96913
Telephone (671) 646-2001
Facsimile (671) 646-0777
Email: mail@cmlaw.us

Attorneys for Plaintiff Eagle Land Holdings, LLC

IN THE SUPERIOR COURT OF GUAM

EAGLE LAND HOLDINGS, LLC	)	CIVIL CASE NO. <u>CV 0328-25</u>
	)	
Plaintiff,	)	
	)	
v.	)	VERIFIED COMPLAINT FOR
	)	UNLAWFUL DETAINER, EJECTMENT,
SCIENCE IS FUN AND AWESOME	)	AND TRESPASS
LEARNING ACADEMY	)	
CHARTER SCHOOL,	)	
	)	
Defendant.	)	
	)	
	)	

Plaintiff alleges as follows:

I. JURISDICTION

1. This Court has jurisdiction to hear this action pursuant to Title 7 Guam Code Annotated ("GCA") § 3105.

2. Plaintiff Eagle Land Holdings, LLC ("Eagle Land") is a limited liability company organized in Guam and has been providing real estate services in the Territory of Guam.

3. Defendant Science Is Fun and Awesome Learning Academy Charter School ("SiFA LACS") is and has been a non-profit organization established and located in Guam.

II. FACTS

4. On December 8, 2017, Eagle Land and SiFA LACS entered into a contract entitled the Partnership for Learning Support in Education Through Lease, Utilities, Supplies, and Services Contract ("PLEASE Contract" or "Contract"). See PLEASE Contract, attached hereto as **Exhibit A**.

5. Under Exhibit A of the Contract, Eagle Land was to lease to SiFA LACS a facility with an address of 305 Seagull Ave., Barrigada, Guam 96913 ("Subject Property") to be used as a charter school campus with certain specification including but not limited to fourteen (14) classrooms, science laboratories, computer laboratories, library, teacher's lounge, office spaces, conference room, network data room, cafeteria, bathrooms, playground, and parking area.

6. Under Section II of the Contract, SiFA LACS was to occupy the charter school campus premises on the Subject Property leased by Eagle Land from July 1, 2018, to June 30, 2023, unless otherwise terminated or renewed.

7. Pursuant to Section II, SiFA LACS and Eagle Land had the option to renew the Contract, including the lease of the charter school campus, for an additional two (2) terms or at the option of SiFA LACS on a year-to-year basis not to exceed a total of fifteen (15) years.

8. Neither party exercised their option to renew the PLEASE Contract for any duration beyond its original termination date despite the opportunity provided by the terms of the Contract.

9. As of June 30, 2023, the PLEASE Contract has expired.

10. Defendant SiFA LACS is still currently occupying the Subject Property without having entered into a new contract for the lease of the Subject Property and with

Eagle Land Holdings, LLC having terminated SiFA LACS's holdover tenancy of the Subject Property.

11. On February 7, 2024, Eagle Land served an official written notice to SiFA LACS terminating the holdover tenancy, demanding payment of arrears, and vacation of premises. See Termination of Holdover Tenancy, Demand for Payment of Arrears and Vacation of Premises, attached hereto as **Exhibit B**.

12. On April 1, 2025, Eagle Land served an official written notice to SiFA LACS confirming the termination the holdover tenancy, and demanding vacation of premises. Eagle Land gave SiFA LACS thirty (30) days to vacate from the receipt of the letter. See Notice of Demand to Vacate Premises, attached hereto as **Exhibit C**.

13. Defendant was served with the April 1, 2025 notice terminating the holdover tenancy and has acknowledged receipt, but has not vacated the Subject Property.

14. Plaintiff now brings this action for unlawful detainer, ejectment, and trespass.

FIRST CAUSE OF ACTION (UNLAWFUL DETAINER)

15. Plaintiffs reallege and incorporate paragraphs 1 through 14 as if fully set forth herein.

16. Defendant is using and occupying the Subject Property without right, authorization, or permission from the rightful owner of the Subject Property by and through Plaintiff, in violation of 21 GCA § 21103(a).

17. Defendant's use and occupation of the premise is unlawful, without authority and right.

18. As a result of Defendant's unlawful use and occupation, Plaintiff have suffered damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION (EJECTMENT)

19. Plaintiffs reallege and incorporate paragraphs 1 through 18 as if fully set forth herein.

20. Defendant's unlawful use and occupation of the Subject Property has resulted in a withholding of the premise from Plaintiff, the rightful owner, thereby entitling Plaintiff to repossession of the premise and ejectment of Defendant.

THIRD CAUSE OF ACTION (TRESPASS AS INTENTIONAL TORT)

21. Plaintiff realleges and incorporates paragraphs 1 through 20 as if fully set forth herein.

22. Defendant intentionally and without privilege or permission entered and continues to remain upon Plaintiff's Property.

23. Defendant's continued physical presence on the Property constitutes an intentional interference with Plaintiff's possessory interest in the Property.

24. As a direct and proximate result of Defendant's trespass, Plaintiff has suffered and continues to suffer harm, including but not limited to deprivation of use and enjoyment of the Property.

25. Defendant's actions are willful, wanton, and intentional.

III. PRAYER FOR RELIEF

26. Wherefore, Plaintiff prays for judgment as follows:

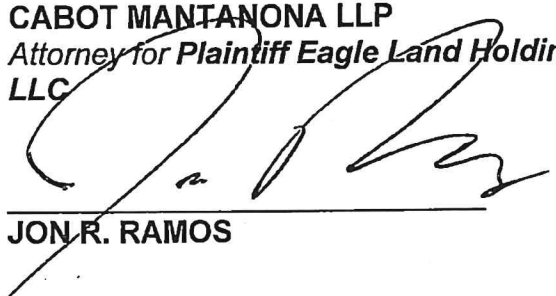
- a. Ejectment of the Defendant from the Subject Property;
- b. Immediate possession of the Subject Property; and
- c. For all such other and further relief, the Court may deem appropriate.
- d. Plaintiff reserves the right to pursue collection of all amounts owed

by Defendant not encompassed in this matter through other legal means.

Respectfully submitted this 30th day of April 2025.

CABOT MANTANONA LLP
Attorney for Plaintiff Eagle Land Holdings,
LLC

By:



JON R. RAMOS

VERIFICATION

GUAM, USA)
)ss:
TAMUNING)

I, **OLIVIA E. BRIOSO**, being first duly sworn, depose and state that I am the President of Eagle Land Holdings, LLC; that I have read the **VERIFIED COMPLAINT FOR UNLAWFUL DETAINER, EJECTMENT, AND TRESPASS** and know the contents thereof to be true and correct, except as to the matters which are therein stated upon its information and belief; and as to those matters, I believe them to be true.

Dated this 30th day of April 2025.



OLIVIA E. BRIOSO, As President of
Eagle Land Holdings, LLC

SUBSCRIBED and SWORN to before me, a Notary Public this 30th day of April, 2025 by Olivia E. Brioso.



NOTARY PUBLIC

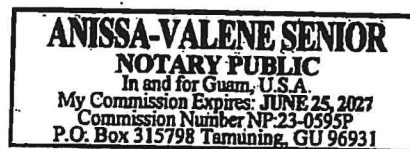


Exhibit “A”

CONTRACT FOR LEASE, UTILITIES, SUPPLIES & SERVICES

THIS CONTRACT is made and entered into on the day of **December 08, 2017**, by Eagle Land Holdings, LLC herein called the **VENDOR**, and the **SiFA Learning Academy Charter School**, hereinafter called **SiFA LACS**.

SiFA LACS engages the **VENDOR** to provide all services necessary to operate a school as listed in the recital below, **SiFA LACS** hereinafter called the **PLEASE (PARTNERSHIP FOR LEARNING SUPPORT IN EDUCATION THROUGH LEASE, UTILITIES, SUPPLIES, AND SERVICES)** Contract.

RECITALS

WHEREAS, **SiFA Learning Academy Charter School (SiFA LACS)**, is a local non-profit corporation; and

WHEREAS, the **SiFA LACS** operational model is for educators to focus on academics while a vendor focuses on all other operational needs to include a properly permitted school campus, collateral equipment (including electronic learning devices, internet and infrastructure), utilities, maintenance, custodial, food services (lunch), student and management information systems, organizational consultancies, supplies and services; and

WHEREAS, **SiFA LACS** seeks to enter into a contract with a Vendor wherein such services can be provided to the **SiFA LACS**; and

WHEREAS, the services to be rendered are of a special nature and are determined to be in the best public interest to be performed under contract by personnel other than employees in the services of **SiFA LACS**; and

NOW, THEREFORE, the **SiFA LACS** and the Vendor for the considerations set forth, agree as follows:

SECTION I- SERVICES OF THE VENDOR

The **VENDOR** shall perform the following technical and professional services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. **VENDOR** shall provide services as described in the detailed scope of work provided in Exhibit A.
- B. The **VENDOR** has assigned as the Project Manager(s) for this Contract. Prior written approval is required in the event the **VENDOR** needs to change the Project Manager(s). The **VENDOR** shall submit the qualifications of the proposed substituted personnel to **SiFA LACS** for approval.

- C. The **VENDOR** shall submit all final documents in both hard copy and electronic format. The software version used shall be compatible to current **SiFA LACS** standards.

SECTION II- PERIOD OF SERVICE

The **VENDOR** to begin July 01, 2018. The effective date shall be July 01, 2018 and shall continue until June 30, 2023 unless otherwise terminated. The Parties recognize that stability and a long-term campus location are academically sound principles. The cost to relocate a school every five years makes little economic sense. It is the desire for the parties to enter into longer term contract however Charters are granted on a five (5) years basis. Subject to the laws in effect at the end of the contract period the parties may extend the contract for an additional two terms or at the option of **SiFA LACS** renew the contract on a year to year basis not to exceed a total of fifteen years.

SECTION III - VENDOR'S COMPENSATION

A. The total compensation to Vendor for services in this CONTRACT is the lump sum of: two Million Four Hundred Thousand US dollars (\$2,400,000.00 plus approved adjustments).

B. **SiFA LACS** shall pay the **VENDOR** (installments based upon monthly progress reports and detailed invoices submitted by the **VENDOR**. Such payments to be made to the **VENDOR** within thirty (30) days after receipt of the progress report and detailed invoice) or (one lump sum payment upon completion and within thirty (30) days after receipt of detailed invoice.)

SECTION IV- VENDOR'S STATUS

Vendor agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by **SiFA LACS**;
- B. Participant in retirement;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by **SiFA LACS**;
- E. That it is expressly understood and agreed that, in the performance of services under this Agreement, **VENDOR** and its employees shall at all times act as independent contractors with respect to **SiFA LACS**, and not as an employee or agent of **SiFA LACS**. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

SECTION V- SIFA LEARNING ACADEMY CHARTER SCHOOL'S RESPONSIBILITIES

- A. **SiFA LACS** shall designate a Chief Finance Officer (CFO)/Chief Operating Officer (COO) during the term of this CONTRACT. The Chief Finance Officer/ Chief Operating Officer has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by **SiFA LACS** on any aspect of the work shall be directed to the project manager.
- B. **SiFA LACS** shall review submittals by the **VENDOR** and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delays in the progress of the **VENDOR'S** work. **SiFA LACS** will keep the **VENDOR** advised concerning the progress of **SiFA LACS'** review of the work. The **VENDOR** agrees that **SiFA LACS'** inspection, review, acceptance or approval of **VENDOR'S** work shall not relieve **VENDOR'S** responsibility for errors or omissions of the **VENDOR** or its sub-Vendor(s).
- C. Unless included in the **VENDOR'S** Services as identified in Section I, **SiFA LACS** shall furnish the **VENDOR** gratis, the following information or services for this Project:

Available **SiFA LACS** data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS

All Invoices shall include supporting documents (i.e., shipping invoices, consumable listings). All supporting documents must be reviewed and approved by **SiFA LACS CFO/COO** prior to invoice submittal for charges. All invoices will be paid NET 30 Working Days from date invoice is received at the **SiFA LACS** Accounting Department. Payment shall be made using a method mutually agreed upon by **SiFA Learning Academy Charter School** and the **VENDOR**.

SECTION VII - TERMINATION

SiFA LACS, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the **VENDOR**, upon thirty (30) days written notice delivered to **VENDOR** personally or by certified mail at the address provided.

Immediately after receiving such notice, the **VENDOR** shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The **VENDOR** shall appraise the services it has completed and submit an appraisal to **SiFA LACS** for evaluation. **SiFA LACS** shall have the right to inspect the **VENDOR'S** work to appraise the services completed.

VENDOR shall deliver to **SiFA LACS** all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the **VENDOR** under

the CONTRACT, entirely or partially completed, together with all unused materials supplied by SiFA LACS.

In the event of such termination or abandonment, the **VENDOR** shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the **VENDOR** based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the **VENDOR** and **SiFA LACS**. However, in no event shall the fee exceed that set forth in Section III of the CONTRACT.

SiFA LACS shall make final payment within thirty (30) days after the **VENDOR** has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, **SiFA LACS** shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VIII - CHANGES

SiFA LACS may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF AGREEMENT

Vendor may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of **SiFA LACS**.

SECTION X- FORCE MAJEURE

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

SECTION XI -TAXES

VENDOR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. **SiFA Learning Academy Charter School** shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

SECTION XII- NOTICES

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

TO: COPY:	Eagle Land Holdings, LLC
ATTNx:	Lot 2035 New C- New (One Agana Bay)
	East Agana STE201 446
	East Marine Corp
TO:	SiFA Learning Academy Charter School
	PO Box 9427
	Tamunig, Guam
ATTN: FAX:	Dr. Anthony Jay Sunga
	(671) 734-7432

SECTION XIII – GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

SECTION XIV- SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

SECTION XV-INDEMNIFICATION

The **VENDOR** shall indemnify and hold **SiFA LACS** harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the **VENDOR** provides.

SECTION XVI – DISPUTES

All controversies between **SiFA LACS** and the **VENDOR** which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

SECTION XVII – RELEASE OF INFORMATION

The **VENDOR** shall not release any information, including the contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from **SiFA LACS**.

SECTION XVIII – INSURANCE

The **VENDOR** shall not commence work under this **CONTRACT** until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits, as applicable. The **VENDOR** shall maintain all insurance required during the course of the work.

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** this day December 08, 2017. The **VENDOR** warrants that the person who is signing this **CONTRACT** on behalf of the **VENDOR** is authorized to do so and to execute all other documents necessary to carry out the terms of this **CONTRACT**.



Ronaldo Ravela
Eagle Land Holdings, LLC



Dr. Anthony Jay Sunga
SiFA Learning Academy Charter School

The scope of this project includes all facilities, utilities, and services for SiFA Learning Academy Charter School.

At a minimum, the following criteria must be met to achieve a successful contract:

FACILITY:

- Minimum of 14 fully equipped classrooms to eventually expand to 40 classrooms.
- Minimum of 2 fully equipped Science laboratories, 1 fully equipped and compliant Computer laboratory, 1 fully equipped and compliant library to eventually expand to 4 Science laboratories, 4 Computer laboratories.
- Teacher lounge to include a kitchenette and sink.
- Fully equipped and compliant main office, with a minimum of three individual offices, a conference room and a network data room.
- cafeteria
- Fully equipped and bathrooms (equipped with toilet papers, paper towels, and hand soap).
- playground (minimum of 5000sq ft)
- Fully equipped and compliant parking area to include bus drop off (sufficient for fifty employees and parent visitor parking)
- Drinking fountains sufficient for student population

SERVICES:

- Power
- Water
- Internet and internet infrastructure available to service each building and classroom (classroom with minimum of 26 users).
- Electronic learning devices for every student as selected by SiFA LACS, administrator and faculty member.
- Computers for each teacher and administrative staff
- Trash minimum twice a week
- Pest control
- Copying equipment services including provision of services
- Phone services including the phone instrument
- Lunch services
- Custodial services including supplies
- Serve as an escrow to provide employee medical insurance
- Other services as necessary to operate a school

SUPPLIES:

- For Classroom (such as stapler, staples, scissors, tape, tape dispenser, butcher paper selection, white board markers, white board eraser, and other)
- For Office (office supplies such as stapler, staples, scissors, tape, tape dispenser, copier paper, copier ink/ toner, and other)
- For Nurse (first aid supplies to service student population)

- For Cafeteria
- For bathroom (hand soap, toilet paper, paper towel)
- Other supplies as necessary to operate a school

EQUIPMENT

- Brain-based desk and chairs for every student and teacher
- Classroom white board and 55" screen smart TV
- Sound system for each classroom
- Office desks and chairs as required
- Cafeteria equipment
- Cafeteria chairs and tables
- Other equipment as necessary to operate a school

Exhibit “B”

D

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

February 07, 2024

VIA HAND DELIVERY and E-mail to:

aj.sunga@sifalacs.com

Dr. Anthony Jay Sunga  2-7-24
Chairman of the Board of Trustees and Officer-in-Charge
SiFA Learning Academy Charter School
305 Seagull Ave., Barrigada,
Guam 96913

**RE: Termination of Holdover Tenancy, Demand for Payment of Arrears and
Vacation of Premises**

Dear Dr. Sunga:

This correspondence serves as an official notice regarding the termination of your holdover tenancy at 305 Seagull Avenue, Barrigada Guam 96913. After the expiration of the Contract for Lease, Utilities, Supplies & Services (PLEASE Contract) on June 30, 2023, you have continued to occupy the premises without entering into a new lease agreement with Eagle Land Holdings, LLC..

As of the date of this letter, you are in arrears on your rental payments for total amount of \$4,185,223.68. This amount encompasses both the rent and operating expenses invoiced from June 2021 to January 2024 amounting to \$3,113,357.04 and rental for the holdover period from July 01, 2023 to February 29, 2024 totaling \$1,071,866.64 the amount of which is based on the PLEASE Contract. Table showing the monthly breakdown of these amounts is included in this letter. Corresponding invoices when applicable are also attached.

Eagle Land Holdings, LLC hereby demand that you make full payment of the aforementioned amounts within 30 days from the date of receipt of this letter. Payment should be made payable to Eagle Land Holdings, LLC. If payment is not received within the stipulated time frame, we reserve the right to institute appropriate legal proceedings.

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

to recover possession of the property and amount owing. Legal and court fees may be pursued as allowed by law.

Furthermore, in accordance with local laws and regulations, you are hereby given 30 days from the receipt of this letter to vacate the premises at 305 Seagull Avenue, Barrigada Guam 96913 and return to Eagle Land Holdings LLC all its tools and equipment in good working condition. Failure to comply with this demand may result in legal action being taken to recover possession of the property.

We strongly advise you to seek legal counsel if you have any questions or concerns regarding this matter. Should you choose to vacate the premises, return all tools and equipment in good working condition, and settle all outstanding amounts within the specified timeframe, we will consider the matter resolved.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

EAGLE LAND HOLDINGS, LLC



OLIVIA E. BRIOSO

President, Eagle Land Holdings, LLC

Exhibit “C”

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

EAGLE LAND HOLDINGS, LLC

April 01, 2025

VIA HAND DELIVERY TO SIFA

and

E-mail to:

al.sunga@sifaacs.com

SHARMAINE MANGLIGOT RCVP 04/01/25
Sharmaine Mangligot

Dr. Anthony Jay Sunga
Chairman of the Board of Trustees and Officer-in-Charge
SiFA Learning Academy Charter School
305 Seagull Ave., Barrigada,
Guam 96913

RE: Notice of Demand to Vacate Premises

Dear Dr. Sunga:

This letter serves as an official notice to Science Is Fun and Awesome Learning Academy Charter School ("SiFA") to vacate 305 Seagull Avenue, Barrigada Guam 96913, no later than 30 days from receipt of this letter.

After the expiration of the Partnership for Learning Support in Education through Lease, Utilities, Supplies, and Services Contract ("PLEASE Contract") on June 30, 2023, SiFA continues to occupy the premises without entering into a new lease agreement with Eagle Land Holdings, LLC. Holdover tenancy was likewise terminated by our letter, dated February 07, 2024. Eagle Land Holdings LLC again reiterates the termination of holdover tenancy.

As of the date of this letter, SiFA is still occupying and using the premises at 305 Seagull Avenue, Barrigada, Guam 96913 without a valid contract. In accordance with local laws and regulations, SiFA is hereby given a notice of demand to vacate the premises at 305 Seagull Avenue, Barrigada Guam 96913 no later than 30 days from receipt of this letter and return to Eagle Land Holdings LLC all its tools and equipment in good working condition. Failure to comply with this demand may result in legal action being taken to recover possession of the property.

SiFA has not cured its default and has not paid all amounts due and owing to Eagle Land Holdings LLC. As of March 31, 2025, SiFA is in arrears on rental payments, including operating expenses, in the amount of Five Million Six Hundred Ninety-Six Thousand Seven Hundred Eighty Seven Dollars and Sixty Eight Cents (\$5,696,787.68).

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

EW441456-00000702-00

Of all amounts, One Million Five Hundred Fifty Four Thousand Dollars (\$1,554,000.00) is unpaid rental payments from April 2024 to March 2025, excluding equipment rental.

Eagle Land anticipates a response from SiFA by the date stated herein and appreciates SiFA's timely response. Should SiFA choose to vacate the premises, return all tools and equipment in good working condition, and tender all outstanding amounts within the specified timeframe, we will consider the matter to be resolved. However, if SiFA continues to unlawfully occupy the premises, Eagle Land will pursue further legal action against SiFA.

Eagle Land reserves all legal and equitable rights that it may have regarding this issue and the claims that it may have against SiFA.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

EAGLE LAND HOLDINGS, LLC

By: 

OLIVIA E. BRIOSO

President, Eagle Land Holdings, LLC
Duly Authorized Representative

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

1001 CASPARIUM, S.S. 100

EAGLE LAND HOLDINGS, LLC SIFA LACS Rental Balance Detail As of March 31, 2025

OUTSTANDING INVOICES UNDER PLEASE CONTRACT					
Invoice Date	Invoice Number	Due Date	Particulars	Amount	
05/11/2021	1021	05/10/2021	PLEASE CONTRACT - Final Invoice for SY 2019-2020	559,781.50	
3/10/2024			CIK 1231 - SIFA payment for Oct 2023 and Nov 2023 rent, applied to Inv 1021 by Eagle		
4/23/2024			CIK 1245 - SIFA payment for Nov 2023 and Dec 2023 rent, applied to Inv 1021 by Eagle		
4/22/2024			CIK 1247 - SIFA payment for Dec 2023 rent, applied to Inv 1021 by Eagle		
5/7/2024			CIK 1249 - SIFA payment for Dec 2023 rent, applied to Inv 1021 by Eagle		
6/27/2024			CIK 1267 - SIFA payment for Jan 2024 rent, applied to Inv 1021 by Eagle		
4/1/2022	1029	04/06/2022	Operating Expenses - Feb 2021 to April 2021 & Equipment Rental - Final Invoice SY 2020-2021	49,320.52	
04/27/2022	1030	05/04/2022	Building Rental & Operating Expenses - May 2021 to September 2021	636,635.64	
05/02/2022	1036	05/10/2022	Building & Equipment Rental - March 2022		
05/03/2022	1037	05/10/2022	Building & Equipment Rental - April 2022	114,321.40	
05/04/2022	1038	05/07/2022	Building & Equipment Rental - May 2022	114,321.40	
05/06/2022	1039	07/07/2022	Building & Equipment Rental, Operating Expenses - June 2022	137,654.73	
07/31/2022	1040	03/07/2022	Building & Equipment Rental, Operating Expenses - July 2022	137,654.73	
08/31/2022	1041	08/07/2022	Building & Equipment Rental, Operating Expenses - August 2022	137,654.73	
09/30/2022	1042-1	10/07/2022	Building & Equipment Rental, Operating Expenses (Final Invoice SY 2021-22)	309,093.90	
02/28/2023	1049	03/14/2023	Building & Equipment Rental, Operating Expenses - February 2023	41,000.00	
03/31/2023	1050	04/17/2023	Building & Equipment Rental, Operating Expenses - March 2023	161,000.00	
04/30/2023	1051	05/14/2023	Building & Equipment Rental, Operating Expenses - April 2023	161,000.00	
05/31/2023	1052	06/14/2023	Building & Equipment Rental, Operating Expenses - May 2023	161,000.00	
06/27/2023	1053	07/14/2023	Building & Equipment Rental, Operating Expenses - June 2023	161,000.00	
Total Owed on PLEASE Contract until June 30, 2023				2,876,425.06	

TOTAL OWING FOR THE HOLDOVER PERIOD					
Rental due for the holdover period from July 2023 to March 2025. No existing contract from July 2023 onwards.					
Date	Particulars	Building Rental	Equipment Rental	Operating Expense	Total Amount
07/01/2023	July 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
08/01/2023	Aug 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
09/01/2023	Sept 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
10/01/2023	Oct 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
01/22/2024	CIK 1214 - payment for October 2023 rent				
02/15/2024	CIK 1224 - payment for October 2023 rent				
11/1/2023	Nov 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
12/1/2023	Dec 2023 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
1/1/2024	Jan 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
2/1/2024	Feb 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
3/1/2024	Mar 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
4/1/2024	Apr 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
5/1/2024	May 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
6/1/2024	June 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
7/1/2024	July 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
8/1/2024	August 2024 bldg & equipment rental - holdover period	134400.00	3333.33		137733.33
9/1/2024	September 2024 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
10/1/2024	October 2024 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
11/1/2024	November 2024 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
12/1/2024	December 2024 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
1/1/2025	January 2025 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
2/1/2025	February 2025 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
3/1/2025	March 2025 bldgs b, c, d & equipment rental - holdover period	126000.00	3333.33		129333.33
Total Owed for the holdover period from July 01, 2023 to March 31, 2025		2726033.33	66666.60	0.00	2792699.93

EAGLE LAND HOLDINGS, LLC.

305 Seagull Avenue,
Barrigada, Guam 96913
Tel. No. +1 671 734 7432

EWL-ESD-00000000-01

OUTSTANDING OPERATING EXPENSE INVOICES				
Invoice Date	Invoice Number	Due Date	Particulars	Amount
1/22/2024	1025	1/24/2024	Discoms - Dec 2023 to Jan 2024	3,091.00
4/14/2024	1070	4/11/2024	Discoms - Feb 2024 to April 2024	4042.47
5/14/2024	1030	5/21/2024	Discoms - May 2024	1547.20
6/14/2024	1031	6/21/2024	Discoms - June 2024	1547.40
7/23/2024	1032	7/20/2024	Discoms - July 2024	1547.19
12/12/2024	1033	12/19/2024	Discoms - August 2024 to December 2024	7737.45
3/31/2025	1038	4/7/2025	Discoms - January 2025 to March 2025	4,641.52
Total Owing for Operating Expenses				24,758.63

Recap	
Total Owing on PLEASE Contact until June 30, 2023	2,878,429.05
Total Owing for 1stst over period - July 01, 2023 to March 31, 2025	2,791,552.93
Total Owing for Operating Expenses	24,758.63
Total Owing	\$ 5,694,740.61

NOTE:		
Rental Payments received in 2024 applied by Eagle to Inv 1021. Payments received under protest.		
Payment Date	Particulars	Amount
3/10/2024	CIK 1231 - SIFA payment for Oct 2023 and Nov 2023 rent, applied to Inv 1021 by Eagle	65,000.00
4/22/2024	CIK 1240 - SIFA payment for Nov 2023 and Dec 2023 rent, applied to Inv 1021 by Eagle	25,000.00
4/23/2024	CIK 1247 - SIFA payment for Dec 2023 rent, applied to Inv 1021 by Eagle	15,000.00
5/7/2024	CIK 1249 - SIFA payment for Dec 2023 rent, applied to Inv 1021 by Eagle	50,000.00
6/20/2024	CIK 1269 - SIFA Payment for January 2024, applied to Inv 1021 by Eagle	65,000.00
	Total	220,000.00



The Law Offices of

PHILLIPS & BORDALLO

A Professional Corporation

410 West O'Brien Drive, Suite 102, Hagåtña, Guam 96910-5044

Tel: (671) 477-ABCD (2223) • Fax: (671) 477-2FAX (2329)

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FILED
SUPERIOR COURT
OF GUAM

2025 MAY 28 AM 8:58

CLERK OF COURT

BY: 

Attorneys for Defendant

**IN THE SUPERIOR COURT OF GUAM
HAGÁTÑA, GUAM**

EAGLE LAND HOLDINGS, LLC.,

Plaintiff,

vs.

SCIENCE IS FUN AND AWESOME
LEARNING ACADEMY CHARTER
SCHOOL,

Defendant.

CIVIL CASE NO. CV0328-25

**MOTION TO DISMISS FOR FAILURE OF
TIMELY SERVICE; CLAIMS AGAINST
UNRELATED SEPARATE ENTITY**

Defendant, SCIENCE IS FUN AND AWESOME LEARNING ACADEMY CHARTER SCHOOL ("Defendant" or "SIFA"), by and through their attorneys of record, the Law Offices of Phillips & Bordallo, P.C., by Michael F. Phillips, moves this Court for an order of dismissal on the following grounds:

I. The Court should dismiss the Complaint in its entirety in favor of the Defendant pursuant to GRCP Rule 12(b)(5) for failure to provide a proper summons.

Relief cannot be granted without proper service and if the Court chose to proceed anyway its judgment about be void.

Our examination reveals that because of Kennard's failure to comply with statutory service requirements the trial court's judgment is void. *In re Cossio*, 163 B.R. at 154.

Here, the judgments should have been set aside for void judgment pursuant to Rule 60(b)(4), thus, relief should not have been granted under Rule 60(b)(6).

We hold first, that Guam's service requirements are to be strictly construed; thus, the trial court abused its discretion in finding that Kennard had complied with statutory service requirements. Furthermore, the trial court abused its discretion in relying on Guam Rule of Civil Procedure 60(b)(6) to set aside the judgments, rather than relying on Guam Rule of Civil Procedure 60(b)(4), because the judgments were void for improper service of process.

Pineda v. Pineda, 2005 Guam 10, ¶ 20, ¶ 24 (Guam July 20, 2005).

Defendant SIFA, a non-profit organization, did not have actual notice of either the hearing or the existence of a lawsuit within the statutory time prescribed by Guam law and the Rules of Civil Procedure. The Court set a hearing within a reasonable time period for Plaintiff to properly serve Defendant. Plaintiff failed to do so.

"[S]ervice of summons is the procedure by which a court having venue and jurisdiction of the subject matter of the suit asserts jurisdiction over the person of the party served." *Mississippi Publishing Corp. v. Murphree*, 326 U.S. 438, 444-45 (1946); also see *Decision and Order, Domestic Case No, DM0325-14; Chulani v, Topandasani*, (August 21, 2012).

The Plaintiff must show that service of process has been properly effected before the Superior Court has jurisdiction. Please see *Decision and Order; Chulani v, Topandasani*, pg. 4.

II. The Court must dismiss SIFA the Academy Charter School and the SIFA Board of Trustees as Plaintiff has elected to sue SIFA the non-profit organization.

Plaintiff alleges in its Complaint at paragraph 3 that it is suing SIFA the non-profit organization. SIFA the School is neither a non-profit organization nor an organization. There is SIFA the Academy Charter School and the SIFA Board of Trustees. The non-profit of which Plaintiffs complain does not own, operate or control

SIFA the Academy Charter School nor can the non-profit be legally considered SIFA Academy Charter School. SIFA the non-profit organization does not occupy or control the entity or students presently on the SIFA Academy Charter School campus.

Magistrate Judge Quan made a similar error while ruling on a matter not before this Court.

SIFA is a non-profit corporation organized in Guam, the operator of a public charter school, and the occupant of the aforementioned real property. *Id.*

The Court notes that the Guam Legislature has granted charter schools the power to "sue and be sued in [its] own name." 17 GCA § 12101(c)(8). A statutory "sue and be sued" clause operates as a waiver of sovereign immunity separate from that provided by the Government Claims Act.

SIFA was created as a private non-profit corporation and it remains so today. It has its own Board of Trustees who are responsible for SIFA's day-to-day operation.

Even if the analysis above is incorrect and SIFA *today* is a governmental entity, SIFA *was not* a governmental entity at the time it executed the PLEASE Contract and agreed to the lease terms relevant to this lawsuit.

Thus, at the time the PLEASE Contract was executed-that is, when SIFA agreed to lease the land in question-SIFA was still a purely private entity. It was not yet the operator of a charter school, but merely a local non-profit corporation hoping it would be granted the power to do so in the future. Because SIFA was a purely private entity at the time it agreed to the PLEASE Contract, it would be fundamentally unfair to allow SIFA to use its purported present governmental immunity to evade this lawsuit.

Decision and Order Re: Governmental Immunity, *Eagle Land Holdings, LLC v. Science is Fun and Awesome Learning Academy Charter School*, Civil Case No. CV0242-24 (Quan, October 29, 2024).

Guam law makes crystal clear who operates SIFA the Academy Charter School:

§ 12108. Board of Trustees of a Charter School. (a) There is established the Board of Trustees. The Trustees of an Academy Charter School shall be elected or selected pursuant to the Charter granted to the Academy Charter School. The Board of Trustees shall consist of not less than five (5) members and not more than nine (9) members. At least one (1) member shall be a parent or guardian of a student attending the Academy Charter School. At least one (1) member shall be from the general public with an accounting or finance background. The Principal of the Academy Charter School shall be a non-voting member. Employees of any Academy Charter School shall not serve as voting members on any Board of Trustees. (b) In the case of the first Trustees of an Academy Charter School to be elected or selected after the date on which the school is granted a Charter, the election or selection of the members under subsection (a) of this Section shall occur on the earliest practicable date after classes at the school have commenced. Until such date, any other members who have been elected or selected shall serve as interim Trustees. Such an interim Board of Trustees may exercise all of the powers, and shall be subject to all of the duties, of a Board of Trustees. Converted existing school Trustees shall serve an initial term of three (3) years after the date on which the school is granted a Charter. (c) The Trustees of an Academy Charter School shall be fiduciaries of the school and shall set overall policy for the school. The Trustees may make final decisions on matters related to the operation of the school, consistent with the Charter granted to the school, this Chapter, and other applicable law. (d) Meetings held by the Board of Trustees shall be in compliance with the Open Government Law of Guam. SOURCE: Added by P.L. 29-140:1 (Jan. 30, 2009). Subsection (a) amended by P.L. 35-029:5 (July 19, 2019). Subsection (b) amended by P.L. 37-030:5 (July 25, 2023).

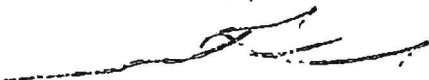
17 GCA EDUCATION CH. 12 GUAM ACADEMY CHARTER SCHOOLS ACT OF 2009.

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2 For all the reasons above and those presented during the hearing on this matter,
3 the Court should dismiss this case.

4 Respectfully submitted this 28th day of May, 2025.

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6 **PHILLIPS & BORDALLO, P.C.**

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8 By: 

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10 **MICHAEL F. PHILLIPS**
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