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IN THE SUPREME COURT OF GUAM

LOURDES A. LEON GUERRERO,
I MAGA'HÅGAN GUÅHAN,
GOVERNOR OF GUAM, *in her
official capacity*,

Plaintiff,

v.

DOUGLAS B. MOYLAN,
ATTORNEY GENERAL OF GUAM,
in his official capacity, and the
OFFICE OF THE ATTORNEY
GENERAL OF GUAM,

Defendants.

SUPREME COURT CASE NO. CVA25-009
SUPERIOR COURT CASE NO. CV290-25

**CORRECTED MOTION TO DISMISS
APPEAL; MEMORANDUM OF POINTS
AND AUTHORITIES**

Plaintiff-Appellee Lourdes A. Leon Guerrero, *I Maga'hågan Guåhan*,
Governor of Guam, by and through counsel, hereby moves this Court for an order

dismissing this appeal for lack of jurisdiction. Her motion is based on Rule 6 of the Guam Rules of Appellate Procedures, and is supported by the Memorandum of Points and Authorities that follows, the concurrently filed Declaration of Counsel, the record before the Court, all matters of which the Court may take judicial notice, and all matters that may be adduced at a hearing hereon.

I. FACTUAL AND PROCEDURAL BACKGROUND

The Opioid Recovery Advisory Council (“ORAC”) was established by Public Law No. 36-064 to provide for the use of dedicated revenue for treatment and prevention of opioid use disorder and co-occurring disorders. 5 GCA § 221701, *et seq.* The ORAC consists of eleven (11) members, and the Attorney General or his designee serves as the non-voting chairperson of the council. 5 GCA § 221704. Among other powers, the ORAC determines the use of funds within the Opioid Recovery Trust Fund (the “Fund”), a continuing fund in which the proceeds of civil damages received on behalf of Guam by Appellant Office of the Attorney General (“OAG”) relating to manufacture, marketing, distribution, promotion or dispensing of opioids, whether received by verdict or settlement, are deposited. *Id.* Guam law provides that the OAG, in consultation with the ORAC, shall administer the Fund. *See* 5 GCA § 221702.

The law further provides that monies in the Fund shall be expended to mitigate the impacts of the opioid epidemic on Guam, including, but not limited to, expanding

access to opioid use disorder prevention, intervention, treatment, and recovery options. 5 GCA §221703.

In August 2024, Appellant Douglas B. Moylan, Attorney General of Guam (“AG Moylan”), caused to be erected several billboards in Guam depicting Michelangelo’s fresco “The Creation of Adam,” with the title “The Dignity Project,” and further captioned “Imagine a place for those in need...MEAL·SHOWER·SLEEP·WORK.”¹ An August 2, 2024 article on the Dignity Project published by the Pacific Daily News (the “PDN Article”) reported that AG Moylan had said the project proposal for the Dignity Project was set to go before the ORAC for funding on August 29, 2024. *Id.* The PDN article further quoted AG Moylan as saying “the project particulars including market research have already been confirmed so we anticipate implementation immediately upon the award of procurements.” *Id.* The PDN Article further reported that the OAG planned to use the SureStay Hotel in Barrigada to provide a temporary evening shelter for participants, with meals to be provided by Market Deli. *Id.*

On August 29, 2024, the ORAC convened to consider AG Moylan’s proposed Dignity Project, ultimately voting to approve an award of One Million Four Hundred

¹ ‘An evening meal, a place to clean up’: AGs new \$1M ‘Dignity Project’ aims to help opioid users, Pacific Daily News, https://www.guampdn.com/news/an-evening-meal-a-place-to-clean-up-ag-s-new-1m-dignity-project-aims-to/article_a927106c-5085-11ef-830a-833cb7e25626.html

Ninety-Seven Thousand, Nine Hundred Ninety-Seven dollars and Twenty-Two cents (\$1,497,997.22) to the OAG for implementation of the Dignity Project, subject to review of the Request for Proposal by Guam Behavioral Health and Wellness Center (“GBHWC”), Department of Public Health and Social Services (“DPHSS”), and any other ORAC member. *See* Declaration of Counsel in Support of Motion to Dismiss Appeal (“Travis Decl.”)² at Ex. 1 (ORAC Resolution). On August 30, 2024, AG Moylan signed a resolution on behalf of ORAC purporting to record the council’s vote. *See id.*

On September 13, 2024, the OAG issued Request for Proposal No. 005-2024 (“RFP”).³ The RFP solicited proposals for administration of the Dignity Project. The Scope of Work included employment of peer support specialists, transportation, helpdesk services, reporting, wrap-around service plans for obtaining identification cards, housing, transportation, education, job placement, job training and childcare,

² The Declaration of Counsel in Support of Motion to Dismiss is filed for convenient reference. The exhibits reproduced therein were attached to filings before the trial court, and if this Appeal proceeds, the supplemental excerpts of record will be appropriately referenced in the Governor’s briefs.

³ *Request for Proposal The Dignity Project Administration*, Office of the Attorney General of Guam.

[https://drive.google.com/file/d/1S2UFZKpKBZyRNCAh7pExyOY6xD9maYF1/vi
ew?usp=sharing](https://drive.google.com/file/d/1S2UFZKpKBZyRNCAh7pExyOY6xD9maYF1/vi
ew?usp=sharing)

intake, procurement of toiletries, consultation, assessment, counseling, and recovery case management services, procurement of professional security services, procurement of evening shelter facilities, including rooms, restrooms and showers, conference rooms and laundry, procurement of professional catering services, and procurement of services to provide clothing vouchers to participants. The RFP drew a single proposal. *See* Travis Decl., Ex. 2 (Legal Opinion No. AG 25-190) at 1. However, the vendor was unable to accommodate the one-night stay requirement of the project. *Id.*

On February 7, 2025, the General Services Agency (“GSA”) issued Invitation for Bid No. GSA-014-25 (the “IFB”),⁴ soliciting hotel lodging and accommodations, including meals and security services. On March 14, 2025, the GSA issued a Notice to Prospective Bidders,⁵ informing prospective bidders that the IFB had been cancelled due to no participation.

⁴ *Invitation for Bid No.: GSA-014-25*, General Services Agency.

<https://gsa.doa.guam.gov/wp-gsa-content/uploads/2025/02/GSA-014-25-HOTEL-LODGING-AND-ACCOMODATIONS.pdf>

⁵ *Notice to All Prospective Bidders*, General Services Agency,

<https://gsa.doa.guam.gov/wp-gsa-content/uploads/2025/03/GSA-014-25-NOTICE-TO-ALL-PROSPECTIVE-BIDDERS-BID-CANCELLED-03-14-2025.pdf>

On April 15, 2025, AG Moylan executed an Agreement (“TPH Contract”) between the OAG and Tropical Palm Hotel (“TPH”) in the amount of One Million One Hundred Thirty-One Thousand, Five Hundred dollars (\$1,131,500.00) for services including the provision of guest room accommodations and common facilities, meals, and security services. *See* Travis Decl., Ex. 3 (TPH Contract). The Recitals section of the TPH Contract notes that, after IFB No. GSA-014-25 received no bids, AG Moylan “decided to procure the services via sole source procurement by issuing 3 requests for quotes for services,” and “[TPH] was the sole vendor to respond with a quote and has agreed to provide housing, meals, and supportive services under the terms outlined” in the Agreement. *Id.*

However, Guam procurement law does not authorize the OAG to perform its own procurements for goods and services, including “sole source” procurements. Rather, because the OAG is part of the centralized procurement regime, 5 GCA § 5113 requires that its goods and services must be procured through the Chief Procurement Officer of the General Services Agency (“GSA”).

Further, Guam law governing the use of sole source procurements does not entail merely issuing three (3) requests for quotes. Rather, 5 GCA § 5214 requires fulfillment of numerous requirements to ensure a sole source contract is only awarded where there is only one (1) source for the required supply or service. Title 5 GCA § 5214 provides that contracts may be awarded on a sole source basis without

competition when, prior to commencing negotiations, the purchasing agency determines in writing that there is only one source for the required service and the purchasing agency prepares a package to market and present to prospective vendors, based on the determination of need and market research, that contains, among other things, the description of services, evaluation factors, and delivery or performance schedule. *See* 5 GCA § 5214.

Section 5214 further provides that prior to and as a condition of making a determination that there is only one source, the purchasing agency *shall* prepare a report including a detailed analysis of the minimum needs of the government upon which the contract is based, findings from thorough market research, and a conclusion that will certify accurate and complete necessary data to support the recommendation that there is no other source that will satisfy the minimum needs of the government. *Id.* Section 5214 also states that this report must be signed by the person or persons conducting the market research and analysis, and shall be made part of the procurement record. *Id.*

Section 5214 further states a sole source contract shall not be awarded or executed unless and until the purchasing agency has determined in writing that the contract price is fair and reasonable and consistent with applicable regulations, and that such determination shall include relevant cost and price information from the sole source and comparable or substitute supplies, services, or construction items.

Id. Section 5214 also provides that the purchasing agency in a sole source procurement shall publish notice in a newspaper of general circulation on Guam and on its website within fourteen (14) calendar days of awarding any contract in excess of \$50,000, which shall include the name of the purchasing agency, the awardee, the contract award amount, term, and the nature of the contract. *Id.*

The TPH Contract fails to demonstrate that AG Moylan complied with the sole source procurement requirements enumerated in Section 5214. Instead, he merely solicited three quotes from vendors and awarded the contract to the only vendor that responded. Based on AG Moylan's own description of the procedure he utilized to procure the TPH Contract and the recitals of the TPH Contract, AG Moylan failed to comply with the stringent requirements of the sole source procurement statute in procuring the TPH Contract. Further, while the TPH Contract involved the obligation of approximately \$1.4 million dollars of ORAC funds to a private vendor for non-professional services, the TPH Contract was executed by only AG Moylan and TPH. AG Moylan failed to present the TPH Contract to Governor Leon Guerrero for her signature or her approval.

On or about April 15, 2025, the OAG delivered a copy of the TPH Contract to the Department of Administration ("DOA") for contract registration. *See* Travis Decl., Ex. 2 at 2. On or about April 17, 2025, the DOA refused to process the TPH Contract because the contract was not approved or signed by Governor Leon

Guerrero as required by 5 GCA § 22601, which provides that “[a]ll contracts shall, after approval of the Attorney General, be submitted to the Governor for his signature. All contracts of whatever nature shall be executed upon the approval of the Governor.” *Id.*

On April 22, 2025, Chief Deputy Attorney General Joseph Guthrie (“CDAG Guthrie”) issued Legal Opinion AG 25-190, addressed to the General Accounting Supervisor of the OAG, stating that the Governor’s signature was not required on the TPH Contract. *See id.* CDAG Guthrie’s analysis was based on his interpretation of 5 GCA § 5121(c), which provides that the Chief Procurement Officer or a procurement officer of a procuring agency authorized to procure the services or supplies as stated in the Rules promulgated by the Procurement Policy Office (“PPO”), shall execute all contracts for the Government of Guam. *See id.*

Relying on the Compiler of Guam’s comment regarding Section 5121(c), CDAG Guthrie concluded that the provision drew a distinction between the contracts referenced in 5 GCA §§ 5121(c) and 22601, and that “procurement contracts” were not included in Section 22601’s reference to “all contracts,” which were executed upon the approval of the Governor. *Id.* CDAG Guthrie further claimed that the TPH Contract was a “sole source purchase order,” which did not require the Governor’s approval. *Id.* Finally, CDAG Guthrie claimed that administration of ORAC funds did not require the Governor’s approval. *Id.*

On April 23, 2025, Assistant Attorney General Ramiro Orozco (“AAG Orozco”) sent a letter to DOA General Accounting Supervisor John Camacho entitled “Notice of Violation of Law; Registering Dignity Project Contract; Request to Immediately Cure” (“Notice”). *See id.*, Ex. 4 (Notice of Violation). In the Notice, AAG Orozco informed Mr. Camacho that the Government Corruption Division of the OAG had received a complaint regarding Mr. Camacho’s failure to register the TPH Contract, which actions supposedly subject the ORAC, and potentially Government of Guam taxpayers to a civil lawsuit for breach of contract. *Id.*

The Notice further states “[p]lease be informed that if you do not immediately accept this contract for processing/registering by 12:00 p.m. tomorrow, April 24, 2025 that this elected, chief law enforcement office intends to charge you with official misconduct (4 GCA § 49.90), obstructing government function (9 GCA § 55.45), as well as possible other applicable crimes. Your actions threaten the welfare of the Council, its officials and potentially the taxpayers/our client/Government of Guam.” *Id.* (emphasis in original)

The Notice further states “[w]e also intend to also (sic) seek personal monetary damages against you for the damages that the Council faces pursuant to the before cited criminal statutes. You may avert this prosecution by immediately giving notice that you have registered the before identified contract.” *Id.* The Notice attached the ORAC resolution, the TPH Contract, Legal Opinion AG 25-019, and

another prior Legal Opinion GMHA 04-0559. After receiving the Notice, Mr. Camacho approved and confirmed the TPH Contract. *See id.*, Ex 5 (Email from J. Camacho to J. Moots re: OAG Agreement Between the Office of the Attorney General of Guam and Tropical Palm Hotel).

On April 23, 2025, AG Moylan caused to be issued a press release announcing the launch of the Dignity Project at the Tropical Palm Hotel on April 28, 2025, noting that “Guam’s homeless will be promptly vetted & accepted beginning that Monday evening for services,” and attaching a flyer with a phone number for “reservations” as well as a schedule of events for program participants. *See id.*, Ex. 6 (Press Release).

On April 25, 2025, Governor Leon Guerrero filed her Complaint for Declaratory Judgment and Injunctive Relief in the underlying matter, along with, among other filings, her Motion for a Temporary Restraining Order (“TRO”) and Preliminary Injunction. In the memorandum supporting her motion, the Governor noted the OAG’s actions two days prior attempting to coerce DOA employees to register the TPH Contract under threat of prosecution, though the contract had not been submitted to the Governor for her approval or signature.

Upon filing, counsel for Governor Leon Guerrero made arrangements to serve Defendants, personally accompanying the process server to meet with Chief Deputy Attorney General Joseph Guthrie, who was authorized to receive service on behalf

of Appellants. *See* Travis Decl. at ¶¶ 9-12. However, upon reviewing the documents, Guthrie refused to accept service, calling the filings “trash.” *Id.* The documents were left with the reception clerk, and subsequently Governor Leon Guerrero’s office took steps to serve via certified mail. *Id.*

The trial court scheduled a Zoom hearing for 3:00 p.m. on April 25, 2025 to discuss the Governor’s motion, and ordered expedited briefing from the parties. Appellants’ opposition was due on April 26, 2025 at 8:00 p.m., and Governor Leon Guerrero’s reply brief was due on April 27, 2025 at 6:00 p.m. The hearing on the Governor’s motion for a TRO was scheduled for April 28, 2025 at 9:00 a.m. The parties timely submitted their briefs.

The hearing on the Governor’s motion for a TRO went forward as scheduled on April 28th. Though both parties were given an opportunity to argue their positions, the hearing was not framed as an evidentiary hearing. At the conclusion of arguments, the court issued an order from the bench granting the Governor’s motion for a TRO and ordering the parties to appear on May 8, 2025 at 9:00 a.m. for the hearing on the Governor’s preliminary injunction. That afternoon, the court issued a written Order Granting *Ex Parte* Application for Temporary Restraining Order and Order to Show Cause for Preliminary Injunction. *See* Corrected Statement of Jurisdiction, Ex. A.

In its Order, the court found that the Governor had presented sufficient evidence of interim irreparable harm and a likelihood of prevailing on the merits warranting “issuance of a temporary restraining order and an order directing the Defendants to appear and show cause why a preliminary injunction should not be issued as prayed for in Governor Leon Guerrero’s TRO Motion” and ordered that Defendants were restrained, prohibited and enjoined from “taking any action to perform on, incur debt on, or utilize public funds to pay for services rendered under the Agreement between the Office of the Attorney General and Tropical Palm Hotel for services including the provision of guest room accommodations.” *Id.*, Ex. A at 2.

Importantly, the court ordered Defendants to appear on May 8, 2025 at 9:00 a.m. to show cause why a preliminary injunction enjoining such actions should not be issued. *Id.*, Ex. A at 2.

On April 29, 2025, Appellants filed their Notice of Appeal, in which they seek review of the Order Granting Ex Parte Application for Temporary Restraining Order and Order to Show Cause for Preliminary Injunction issued by the trial court on April 28, 2025. Appellants filed their Notice of Appeal concurrently with their (1) Statement of Jurisdiction, (2) Emergency Motion for Expedited Briefing and Argument Schedule (“Motion for Expedited Briefing”), and (3) Affidavit in Support of Emergency Motion for Expedited Briefing and Argument Schedule (“Affidavit”).

On April 29, 2025, Appellants filed “corrected” versions of their Statement of Jurisdiction, Motion for Expedited Briefing, and Affidavit.

In their Corrected Statement of Jurisdiction,⁶ Appellants assert that the Court has jurisdiction over the appeal pursuant to 7 GCA § 25102(f), which provides that an appeal in a civil action may be taken from an order granting or dissolving an injunction, or refusing to grant or dissolve an injunction. *See* Corrected Statement of Jurisdiction at 3. Appellants argue that the TRO issued in the trial court possesses the qualities of an appealable preliminary injunction because (1) the parties were afforded an opportunity to file written materials and present oral argument, and (2) the TRO “does not have an end date.” *Id.* at 3.

II. ARGUMENT

A. The TRO is not an appealable injunction

After filing their original Statement of Jurisdiction claiming the Court has appellate jurisdiction based on 7 GCA § 3108(b) and (c), *see* Statement of Jurisdiction at 2, Appellants sharply pivoted mere hours later, “correcting” their basis for the Court’s jurisdiction. *See* Corrected Statement of Jurisdiction at 3. Now they allege that their appeal is not interlocutory at all, but rather an appeal from an

⁶ In their original Statement of Jurisdiction, Appellants asserted that the Court has jurisdiction over the appeal pursuant to 7 GCA § 3108(b)(2) and (3). *See* Statement of Jurisdiction at 2. However, their Corrected Statement of Jurisdiction does not assert the same basis for jurisdiction, and it appears Appellants have abandoned this argument. Accordingly, this Motion only addresses the grounds asserted in the Corrected Statement of Jurisdiction.

injunction under 7 GCA § 25102(f). *Id.* Appellants *now* contend that the TRO possesses qualities of a preliminary injunction, to wit: it was issued after Appellants were given notice of the motion for the TRO, Appellants opposed the motion in writing and at the hearing, and the TRO does not expressly state that the TRO extends or ends following the hearing on the Governor’s motion for a preliminary injunction. *Id.* Appellants’ arguments have no merit.

The purpose of a TRO is to “preserve the status quo only until a preliminary injunction hearing can be held.” *Hoechst Diafoil Co. v. Nan Ya Plastics Corp.*, 174 F.3d 411, 422 (4th Cir. 1999). It may be granted without notice to the opposing party, and “operates for a period not to exceed 14 days unless extended for good cause. *See* Guam R. Civ. P. 65(b), In contrast, a preliminary injunction “serves as an equitable policing measure to prevent the parties from harming one another *during the litigation*; to keep the parties, *while the suit goes on*, as far as possible in the respective positions they occupied when the suit began.” *Tumon Partners, LLC v. Shin*, 2008 Guam 15 ¶ 21-22 (citing *Hamilton Watch Co. v. Benrus Watch Co.*, 206 F.2d 738, 742 (2d Cir.1953) (quotation omitted) (emphasis added). “[T]he purpose of a preliminary injunction is always to prevent irreparable injury so as to preserve the court’s ability to render a meaningful decision on the merits.” *Id.* (citing *Canal Auth. of Fla. v. Callaway*, 489 F.2d 567, 576 (5th Cir.1974)) (quotation omitted).

While temporary restraining orders are ordinarily not appealable interlocutory orders, courts scrutinize the content of an order to determine its character. *See Bennett v. Medtronic, Inc.*, 285 F.3d 801, 804 (9th Cir.2002). “An order denominated a TRO that possesses the qualities of a preliminary injunction is a reviewable interlocutory order.” *Sule v. Guam Bd. of Examiners for Dentistry*, 2011 Guam 5 ¶ 7 (citing *Serv. Emp. Int’l Union v. Nat’l Union of Healthcare Workers*, 598 F.3d 1061, 1067 (9th Cir.2010)).

Appellants contend that while captioned as a TRO, the trial court’s order qualifies as an appealable injunction under 7 GCA § 25102(f) because it possesses qualities of a preliminary injunction. *See* Corrected Statement of Jurisdiction at 2-3. Specifically, Appellants argue that they received notice of the TRO, filed an opposition, and argued at the April 28th hearing. *Id.* at 3.

However, while a TRO without written or oral notice to the adverse party or that party’s attorney may only be granted if certain requirements are met, *see* Guam R. Civ. P. 65(b), the rule does not preclude issuance of a TRO with notice to the adverse party. “[T]he fact that notice is provided does not necessarily mean that the relief granted will be a preliminary injunction rather than a TRO.” *Branstad v. Glickman*, 118 F. Supp. 2d 925, 936 (N.D. Iowa 2000) (“[A] TRO may be, but does not have to be, issued *ex parte*, but a preliminary injunction cannot be issued without notice to the adverse party.”).

Rather, “[a] more clearly dispositive distinction between the two kinds of preliminary injunctive relief is that every temporary restraining order granted without notice shall expire by its terms within such time after entry, not to exceed 10 days, as the court fixes...” *Branstad v. Glickman*, 118 F. Supp. 2d at 936 (citing Fed. R. Civ. P. 65(b)). “This language indicates that a TRO is distinguished from a preliminary injunction on the basis of the limited duration of a TRO.” *Id.*

The fact that Appellants received notice of and an opportunity to oppose the Governor’s motion for a TRO does not automatically convert the TRO into a preliminary injunction, *see Branstad v. Glickman, supra*, 118 F. Supp. 2d at 936, particularly in light of the limited nature of the TRO filings and proceedings.

In *Healthcare Workers*, the court determined that an order denominated a TRO possessed the qualities of a preliminary injunction such that it was a reviewable interlocutory order because of both the substantiality of opposition by the adverse party and the duration of the TRO. *See Healthcare Workers*, 598 F.3d at 1067. Addressing the first factor, the court observed that the parties had filed extensive materials, and the court held a two-day evidentiary hearing to determine the propriety of the TRO. *Id.* In fact, the TRO at issue in *Healthcare Workers* was issued after extensive filings and *multiple* hearings including live witness examinations during the two-day evidentiary hearing, *see Serv. Employees Int’l Union v. Roselli*, C 09-00404 WHA, 2009 WL 1137118, at *4 (N.D. Cal. Apr. 8, 2009), between the

filing of the application for the TRO in March 2009 and its ultimate issuance on April 9, 2009. *Healthcare Workers*, 598 F.3d 1066.

Without question, the filings and hearings in *Healthcare Workers* were substantially more exhaustive than the abbreviated proceedings and short timeline prior to issuance of the TRO in the matter below. In contrast, Appellants were given one (1) day to file an opposition to the Governor's motion, and the hearing on the motion itself was limited to less than one (1) hour. Appellants' attempts to seek immediate review of the TRO certainly implies that, given more time and opportunity to mount a more robust defense against injunctive relief, they are not confident they will be able to do so. However, the TRO is not converted into a preliminary injunction merely because Appellants believe they have nothing more to offer in opposition to entry of a preliminary injunction during the May 8th hearing. Indeed, while Appellants express satisfaction with the opportunity they received to oppose the TRO below (though they complained about insufficient notice before the trial court),⁷ the TRO filings and hearing were brief, by design – the trial court contemplated that Appellants would have substantial opportunity to contest the Governor's filings at the preliminary injunction stage.

⁷ Governor Leon Guerrero may also benefit from an appeal based on the limited and insubstantial arguments offered by Appellants below. However, in the interest of candor, she cannot misrepresent the brief nature of the proceedings below.

The second factor analyzed by *Healthcare Workers* further affirms the temporary nature of the TRO at issue here. Specifically, the TRO at issue in *Healthcare Workers* exceeded the duration for TROs set by FRCP 65. *Healthcare Workers*, 598 F.3d at 1067. In fact, the preliminary injunction hearing in *Healthcare Workers* was scheduled for July 15, 2009, more than three (3) months after the TRO was issued. *Roselli*, 2009 WL 1137118, at *6. In contrast, the trial court in this matter scheduled a hearing on the preliminary injunction on May 8th, eight (8) business days after the TRO was issued, well within the period established under GRCP 65(b), *see* Corrected Statement of Jurisdiction, Ex. 1 at 2, at which time the trial court may supplant the TRO with a preliminary injunction.

As the Court held in *Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty.*:

Rule 65(b) provides that temporary restraining orders expire by their own terms within 10 days of their issuance. Where a court intends to supplant such an order with a preliminary injunction of unlimited duration pending a final decision on the merits or further order of the court, it should issue an order clearly saying so. And where it has not done so, a party against whom a temporary restraining order has issued may reasonably assume that the order has expired within the time limits imposed by Rule 65(b).”

Granny Goose Foods, 415 U.S. 423, 444–45 (1974).

There is no basis for Appellants’ assumption that following the hearing on the preliminary injunction, which is intended to provide longer-term injunctive relief during the pendency of the litigation, the trial court would continue the TRO instead

of issuing a preliminary injunction. The TRO itself provides that Appellants are restrained from the enjoined actions *pending the hearing on the Order to Show Cause*. See Corrected Statement of Jurisdiction, Ex. 1 at 2.

III. CONCLUSION

For the reasons stated herein, Petitioner requests that the court issue an Order dismissing this Appeal.

Respectfully submitted this 2nd day of May, 2025.

OFFICE OF THE GOVERNOR OF GUAM
Office of Legal Counsel

By: /s/_____

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Lourdes A. Leon Guerrero,
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