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IN THE SUPERIOR COURT OF GUAM

THE LEARNING INSTITUTE, Plaintiff, v. iLEARN ACADEMY CHARTER SCHOOL, INC., Defendant.	CIVIL CASE NO. CV 0586-26 **COMPLAINT**

INTRODUCTION

1. This is an action by Plaintiff for damages it sustained as a result of Defendant iLEARN ACADEMY CHARTER SCHOOL, INC, breach of its Equipment Lease Agreement with Plaintiff.

2. Jurisdiction over this cause of action vests with this Court pursuant to the Frank G. Lujan Memorial Court Reorganization Act of 1992.

PARTIES

3. Plaintiff is now and at all times mentioned in this complaint was a non-profit corporation duly organized under the laws of Guam.

4. Plaintiff is informed and believes that Defendant iLearn Academy Charter School, Inc, ("iLearn"), is now and at all times mentioned was a non-profit corporation duly organized under the laws of Guam.

RELEVANT FACTS

5. Plaintiff at all times mentioned was and still is the owner of that certain school complex located in on Lot No. 5242-1-3, in Dededo, Guam("the Real Property").

6. Plaintiff was the subrecipient of loan funds from the Guam Housing and Urban Renewal Authority ("GHURA"), the recipient of Community Development Block Grant § 108 Loan Guarantee funds originating from the U.S. Department of Housing and Urban Development. In accordance with that certain Subrecipient Agreement between GHURA and Plaintiff, GHURA lent Plaintiff certain funds for it to "provide 'turn-key' educational campus to ILACS[1] which includes all of the physical facilities, insurance, maintenance, janitorial services, utilities, technology (infrastructure and services), collateral equipment, etc., so that ILACS will only need to directly pay for the payroll (including benefits), professional development of the charter school staff, professional services (audit, legal, etc.), school and office supplies and other miscellaneous administrative costs not associated with the physical buildings themselves."

7. Plaintiff built the educational campus as required under its Subrecipient Agreement which resulted in the execution of that certain Charter School Lease Agreement (Lease Agreement") on April 19, 2021, whereby Plaintiff leased the Real Property and school situated thereon (hereinafter collectively "the Premises") to iLearn .

8. Separate from the Lease Agreement, on December 29, 2021, iLearn executed that certain Equipment Lease Agreement ("Equipment Agreement") leasing certain equipment and personal properties described on Schedule "A' of the Agreement for use as part of the Premises.

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1 ILACS is the same entity as Defendant iLearn.

9. Under the terms of the Equipment Agreement, the lease commenced on the Commencement Date defined in the Lease Agreement was August 1, 2022, and continuing for a term of five years. A true and correct copy of the Equipment Agreement is attached to this Complaint as Exhibit "A" and is incorporated by reference.

10. Plaintiff delivered possession of the personal properties described in the Equipment Agreement and iLearn has been operating the school since on or about August, 2022.

11. Pursuant to § 3 of the Equipment Agreement, Defendant iLearn was responsible for paying $182,805.00 annually with the first payment due on December 31, 2022.

12. Defendant iLearn is in breach of the Equipment Agreement by virtue of its failure to pay a single payment delineated in paragraph 11 above in accordance with its agreement with Plaintiff. The total amount of outstanding rent owed under the Equipment Agreement as December 31, 2025, is $625,042.85. A copy of the Statement of Charges owed is attached and incorporated herein as Exhibit "B."

13. Plaintiff has performed all of the conditions, obligations and covenants to be performed by Plaintiff under the Equipment Agreement.

COUNT I

BREACH OF EQUIPMENT LEASE

14. Plaintiff realleges paragraphs 1 through 13 which are incorporated by reference herein.

15. As a proximate result of Defendant iLearn's breach of the Equipment Agreement based on paragraphs 9-12 of this Complaint, Plaintiff suffered damages in the amount of $625,042.85.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court to enter judgment against Defendant as follows:

1. As a proximate result of Defendant iLearn breach, Plaintiff has suffered damages in the amount of $625,042.85;

2. Costs of suit and reasonable attorney's fees;

3. Pre and Post-Judgment interest; and

4. Such other relief as the court deems just and proper.

Respectfully submitted this 21st day of November, 2026.

LAW OFFICES OF JACQUES G. BRONZE, P.C.

By: _____
JACQUES G. BRONZE
Attorney for Plaintiff