



Jerrick Hernandez <jhernandez@guamopa.com>

In Appeal of JJ Global Services - Appeal Case No. OPA-PA-21-013

Kasteen Arceo <km@cmlaw.us>

Fri, Mar 25, 2022 at 12:13 PM

To: "jhernandez@guamopa.com" <jhernandez@guamopa.com>

Cc: Service LOVW <service@vlwilliamslaw.com>, Vanessa Williams <vlw@vlwilliamslaw.com>, Rebecca Wrightson <rw@cmlaw.us>

Dear Mr. Hernandez:

Pursuant to the Letter dated October 28, 2021 Re: Notice of Receipt of Appeal – OPA-PA-21-013, please find attached the following document(s) for filing in the above-referenced matter:

1. **Settlement Agreement & Release re Appeal and Contract**

Sincerely,

Kasteen B. M. Arceo*Cabot Mantanona LLP***929 South Marine Corps Dr., Ste. 200****Tamuning, Guam 96913***Tel: (671) 646-2001**Fax: (671) 646-0777*

CONFIDENTIALITY NOTICE: THE FOREGOING MESSAGE, INCLUDING ANY ATTACHMENTS, IS COVERED BY THE ELECTRONIC COMMUNICATIONS PRIVACY ACT, 18 U.S.C. SECTIONS 2510-2521 AND IS SENT BY A LAW FIRM AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM OR WHICH IT IS ADDRESSED AND CONTAINS INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE. ANY SUCH AND ALL SUCH RIGHTS OF PRIVILEGE, CONFIDENTIALITY, AND NON-DISCLOSURE ARE HEREBY CLAIMED AND EXPRESSLY NOT WAIVED. DO NOT READ THE MESSAGE AND ATTACHMENT(S) IF YOU ARE NOT THE INTENDED RECIPIENT. IN ANY EVENT, THE INFORMATION CONTAINED IN THIS E-MAIL TRANSMISSION AND ANY ATTACHMENT IS CONFIDENTIAL AND REMAINS THE PROPERTY OF THE SENDER UNTIL IT IS RECEIVED BY THE INTENDED RECIPIENT. IF YOU ARE NOT THE INTENDED RECIPIENT, OR AN EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR PLEASE NOTIFY THE SENDER IMMEDIATELY AND DELETE THE MESSAGE AND ANY ATTACHMENTS WITHOUT RETAINING ANY COPIES. THANK YOU.

**2022.03-25 - Settlement Agreement & Release re Appeal and Contract.pdf**

857K

CABOT MANTANONA LLP
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Attorney for Purchasing Agency Guam Community College

**BEFORE THE PUBLIC AUDITOR
PROCUREMENT APPEALS
TERRITORY OF GUAM**

In the Matter of)	Appeal No. OPA-PA-21-013
)	
JJ Global Services,)	
)	
Appellant,)	SETTLEMENT AGREEMENT AND DISMISSAL WITH PREJUDICE
)	
and)	
)	
Guam Community College)	
)	
Purchasing Agency.)	

Appellant JJ Global Services (“JJ Global”) and Purchasing Agency Guam Community College (“GCC”) (collectively, the “parties”), by and through their respective undersigned counsel, hereby stipulate and agree to resolve the above-captioned matter fully and finally, and to dismiss this matter with prejudice as follows.

1. GCC agrees to pay \$3,196.41 for expenses that JJ Global incurred in reliance on the awarded contract and prior to cancellation of the purchase order for GCC’s procurement numbered GCC-FB-21-009, from which the instant matter arises. All other costs and fees sought in relation to the above-captioned matter are hereby expressly released and waived by the parties.

2. JJ Global and GCC agree that, except as expressly set forth herein, each of them shall bear their own respective attorney fees and costs.

3. JJ Global and GCC agree that this, along with the attached Release of All Claims, is a full and final settlement of both the above-captioned matter OPA-PA-21-013, which is to be dismissed with prejudice, and any claims whatsoever arising or resulting from or in connection with GCC's procurement number GCC-FB-21-009 and contract award for the replacement of Building 900's metal awning structure.

4. **Independent Advice of Counsel.** JJ Global and GCC each represents and declares that it has or could have received independent advice from its respective attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. JJ Global and GCC each further represent and declare that it has not relied upon any statement or representation by the other or by any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

5. **Voluntary Agreement.** JJ Global and GCC each represent and declare that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily. By entering into this Agreement, GCC does not admit to any legal liability other than as may be created under this Agreement.

6. **Counterparts.** This Agreement may be executed by the parties in any number of separate counterparts, including, without limitation, by facsimile or pdf, each of which shall be an original and all of which taken together shall be deemed to constitute one and the same instrument.

NOW, THEREFORE, JJ Global and GCC agree and request the Public Auditor to dismiss with prejudice the above-captioned appeal.

SO STIPULATED AND AGREED:

LAW OFFICE OF VANESSA L. WILLIAMS, P.C.
Attorney for Appellant JJ Global Services



VANESSA L. WILLIAMS, ESQ.

Date: 3/18/22

JJ GLOBAL SERVICES
Appellant



By: LUIS E. BUSTAMANTE, President

Date: 3/18/22

CABOT MANTANONA LLP
*Attorney for Purchasing Agency
Guam Community College*

REBECCA J. WRIGHTSON, ESQ.

Date: _____

GUAM COMMUNITY COLLEGE
Purchasing Agency

By: MARY A.Y. OKADA, Ed.D., President

Date: _____

SO ORDERED: _____

OFFICE OF THE PUBLIC AUDITOR

JOSEPH B. MCDONALD, ESQ.
Hearing Officer

NOW, THEREFORE, JJ Global and GCC agree and request the Public Auditor to dismiss with prejudice the above-captioned appeal.

SO STIPULATED AND AGREED:

LAW OFFICE OF VANESSA L. WILLIAMS, P.C.
Attorney for Appellant JJ Global Services

JJ GLOBAL SERVICES
Appellant

VANESSA L. WILLIAMS, ESQ.

By: LUIS E. BUSTAMANTE, President

Date: _____

Date: _____

CABOT MANTANONA LLP
Attorney for Purchasing Agency
Guam Community College

GUAM COMMUNITY COLLEGE
Purchasing Agency



Mary A.Y. Okada
By: MARY A.Y. OKADA, Ed.D., President

REBECCA J. WRIGHTSON, ESQ.

By: MARY A.Y. OKADA, Ed.D., President

Date: 3/18/22

Date: 3/18/22

SO ORDERED: _____

OFFICE OF THE PUBLIC AUDITOR

JOSEPH B. MCDONALD, ESQ.
Hearing Officer

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Three Thousand One Hundred Ninety-Six Dollars and Forty-One Cents (\$3,196.41) in lawful money of the United States as set forth in the accompanying Settlement Agreement and Dismissal With Prejudice, JJ Global Services (“JJ Global” or “Releasor”) does by these presents remise, release and forever discharge Guam Community College (“GCC” or “Releasee”), to include its agents, servants, officers, employees, and each of them, and all other persons, firms, corporations, insurers, associations or partnerships, having any interest in or in any way connected with said Releasee, from all claims, actions, causes of action, rights, and demands for damages of every kind and nature whatsoever, including but not limited to any and all claims for costs, fees, expenses, and compensation, both past and future, which the said Releasor shall or may have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen injuries and or damages and the consequences thereof against Releasee, or any persons, firms, corporations, insurers, associations or partnerships by reason of or arising or resulting from GCC’s procurement number GCC-FB-21-009 and contract award for a design-build concept for the replacement of Building 900’s metal awning structure, and particularly without lessening or limiting the force or generality of the foregoing, from all claims and demands set forth in the action titled *In the Appeal of JJ Global Services, Inc.*, Public Auditor of Guam Procurement Appeals, Appeal No. OPA-PA-21-0013.

In further consideration of the payment made herein, the undersigned Releasor does hereby knowingly, voluntarily, and expressly waive the benefits of the provisions of 18 G.C.A. § 82602 (Section 1542 of the Civil Code of Guam), which reads as follows:

“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.”

The undersigned Releasor further declares and represents that this Release of All Claims expresses a full and complete settlement of a liability claimed and denied, and that regardless of the adequacy of the compensation, this Release of All Claims is intended to avoid litigation, and that there is absolutely no promise, inducement or agreement on the part of Releasee to make any payment or do any act or thing other than what is expressly stated and clearly agreed to herein, and that this Release of All Claims contains the entire agreement between the parties hereto, and that the terms of this Release of All Claims are contractual and not a mere recital.

Releasor understands and expressly warrants and represents that, by entering into and executing this Release of All Claims, he will undertake to satisfy or compromise all liens or other claims of any nature whatsoever asserted by any person or entity against Releasor or Releasee with respect to the incident or against the proceeds of the settlement, or that he has already done so, and that he will indemnify and hold Releasee, and its attorneys of record, harmless with respect to any such claims.

Releasor expressly undertakes, warrants and represents that it will indemnify Releasee and its attorneys of record for any and all liabilities incurred, including reasonable attorneys' fees, should any representation or warranty Releasor makes in this Release of All

Claims prove to be false, or should Releasor at any time repudiate or attempt to repudiate this Release of All Claims or any of its terms, or the settlement it documents.

Releasor further agrees to indemnify, defend and hold harmless Releasee, its agents, servants, officers, and employees, and each of them, and all other persons, attorneys, firms, corporations, associations, or partnerships, having any interest in or in any way connected with said Releasee from and against any and all loss, liability, and expense of whatsoever kind or nature, including attorneys' fees, which may arise from the assertion by Releasor of any claim against anyone arising out of the above-indicated matter.

Payment of the sum herein mentioned has been and is made by Releasee in compromise of a disputed claim between the parties and is intended to extinguish all rights and liabilities concerning such claim. Payment is not to be construed as an admission of liability by Releasee or anyone else.

The undersigned Releasor hereby declares that he has read the foregoing Release of All Claims and that the meaning thereof has been explained to him by his attorneys, who have also caused this document to be executed and that he fully understands and appreciates the meaning thereof, and that he has executed the same of his own free will and accord.

This Release of All Claims consists of five (5) pages, including the notary's verification, each of which has been initialed by Releasor and its attorney at the lower right corner and a copy of this Release of All Claims has been retained by Releasor.

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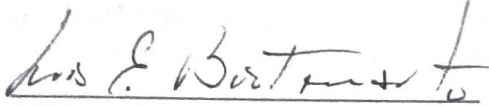
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CAUTION: READ BEFORE SIGNING

BELOW Dated this 18th day of March, 2022.

JJ GLOBAL SERVICES

Releasor



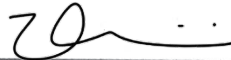
By: LUIS E. BUSTAMANTE, President

ATTORNEY'S CONSENT

I have read the foregoing Release of All Claims and approve it as to substance and as to form and have advised my client to execute it.

Dated this 18th day of March, 2022.

LAW OFFICE OF VANESSA L. WILLIAMS, P.C.
Attorney for Appellant JJ Global Services



VANESSA L. WILLIAMS, ESQ.

Hagåtña, Guam

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ss:

On this 18th day of March, 2022, before me a Notary Public of the Territory of Guam, personally appeared **LUIS E. BUSTAMANTE**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the date last above written.



Shania M. Nitaro

NOTARY PUBLIC

SHANIA M. NITARO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **JULY 06, 2025**
414 West Soledad Avenue Ste 500 Hagåtña, Guam 96910

Initials: _____
