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SUPERIOR COURT
OF GUAM

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CLERK OF COURT

IN THE SUPERIOR COURT OF GUAM

By: 

LOCKSH M. HEMLANI, HANISHA
HEMLANI, AND CHADA HEMLANI,

Plaintiffs,

vs.

JOSEPH L. EDQUILANE, ELIZABETH R.
EDQUILANE, JULIUS M. ATOIGUE, JR.,
MILES CORPORATION DBA TOW PRO
AND DBA DRIVEN AUTO, KJ
ENTERPRISES LLC DBA ROAD SIDE
SERVICE AND TOWING, AND DOES I-X,

Defendants.

Civil Case No. CV0155-23

**DECISION AND ORDER RE: PLAINTIFFS'
REQUEST FOR ENTRY OF FINAL
JUDGMENT**

INTRODUCTION

This matter came before the Honorable John C. Terlaje on December 2, 2025, for a Motion Hearing regarding Plaintiffs' Request for Entry of Final Judgment. Attorney Minakshi V. Hemlani appeared on behalf of the Plaintiffs, Locksh M. Hemlani, Hanisha Hemalni, and Chada Hemlani. Attorney Le Roi Enriquez appeared on behalf of all Defendants. After reviewing the record, relevant law, and arguments from the parties, the Court **GRANTS** the Motion for Entry of Final Judgment.

BACKGROUND

On September 15, 2025, Plaintiffs filed their Request for Entry of Final Judgment. Defendants filed their Opposition to Plaintiffs' Request for Entry of Final Judgment on October

1 13, 2025. Plaintiffs filed their reply on October 27, 2025. The Court heard oral argument on
2 November 18, 2025. The Court ordered Plaintiffs to submit a final accounting of attorney's fees
3 and an affidavit regarding sale offers by December 2, 2025. The Plaintiffs submitted both the
4 accounting of attorney's fees and the affidavit on November 21, 2025. Submission of Att'y's
5 Fees & Cost in Supp. of Pls.' Req. for Entry of Final J. ("Submission of Att'y's Fees") (Nov. 21,
6 2025); Aff. of Locksh M. Hemlani (Nov. 21, 2025).

8 STATEMENT OF FACTS

9 The relevant facts regarding the Motion for Summary Judgment are as follows:

- 10 1. On May 30, 2024, the parties filed the Stipulated Judgment of Joint and Several Liability.
11 Under the Stipulated Judgment, Defendants are jointly and severally liable for the eight
12 causes of Action Plaintiffs described in their original Complaint filed on March 7, 2023.
13 Stipulated J. of Joint and Several Liability at 1 (May 30, 2024). As part of that judgment,
14 Defendants were obligated to remove all salvage motor vehicles from the Western and
15 Eastern halves of Lot No. 5159-3 ("Lot") and remediate all oil spills or other
16 contamination resulting from the storage of vehicles to the satisfaction of the Guam
17 Environmental Protection Agency. *Id.* at 1–2.
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- 19 2. In September 2016, Plaintiffs acquired ownership of the Lot. Compl. at 3 (Mar. 7, 2023).
- 20 3. At the time that Plaintiffs acquired ownership of the Lot, KJ Enterprises had stored
21 salvaged vehicles on the Western half of the Lot. *Id.*
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- 23 4. On October 10, 2016, Plaintiffs leased the Western half of the Lot to KJ Enterprises for
24 one year to store salvaged motor vehicles. *Id.* The lease ended on September 10, 2017,
25 but KJ Enterprises did not leave the Lot and stopped paying rent until January 26, 2018.
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1 *Id.* at 3–4. In 2018, KJ Enterprises resumed monthly payments to Plaintiffs and told
2 Plaintiffs they would remove the vehicles located on the Lot, but it would take time
3 because there were thousands of vehicles located on the Lot. *Id.* at 4

4 5. On January 1, 2019, Plaintiffs and KJ Enterprises entered into a second lease for two
5 years, with the provision that KJ Enterprises would remove vehicles and remediate the lot
6 upon expiration of the lease. *Id.*

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8 6. Defendants ceased paying rent in September 2022. *Id.* at 9.

9 7. The lease provided:

10 A late fee of 5% of the amount owed will be paid by the Lessee
11 should the payment of rent be delinquent of more than five
12 calendar days. Interest on the amount owed and the late fee shall
accrue at the annual interest rate of 12%.

13 Compl., Ex. 2 at 21.¹

14 8. In November of 2022, Plaintiffs received a verbal offer from BBG Automotive to lease
15 the Lot for \$6,000 per month. The agreement failed because the prospective tenant
16 wanted the environmental issues from oil spills and salvaged vehicles to be removed
17 before agreeing to rent the property. Aff. of Locksh M. Hemlani at 1. In September of
18 2023, Plaintiffs received a verbal offer from an individual named Daniel to lease the Lot
19 for \$8,000 per month, but the offeror backed out, stating he wanted to wait until litigation
20 in this matter concluded first. *Id.* In October of 2023, Plaintiffs received an offer from
21 Julie Park to lease the lot for \$6,000 per month, but the offer ultimately failed due to
22 concerns about compliance with Guam Environmental Protection Agency regulations. *Id.*

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27 ¹ Specifically, this clause is found in section 3, paragraph 2 of the Ground Lease. Exhibit 2 of the Complaint is the
28 Ground Lease.

1 at 1–2. In February of 2024, Plaintiffs received a verbal offer from Liu’s Construction
2 Corp. to rent the Lot for \$6,000 per month, but the offer was contingent on the removal of
3 all salvage vehicles and the completion of environmental remediation. *Id.* at 2.

- 4 9. During the course of litigation on this matter, Plaintiffs have accrued a total of
5 \$31,782.27 in attorneys’ fees. Submission of Att’y’s Fees at 6. This fee total includes the
6 attorney’s fees accrued from Attorney Minakshi V. Hemlani, fees attributed to the Court,
7 and other services necessary for litigation, and fees accrued from Thomas McKee
8 Tarpley Law Firm. *Id.*

10 DISCUSSION

11 Although the parties have entered into a Stipulated Judgment regarding legal liability, the
12 Court must now determine the amount of compensatory, consequential, and other damages
13 supported by the record.

14 Plaintiffs argue that Defendants owe a total of \$141,172.18 in unpaid rent, late fees, and
15 accrued interest. Pls.’ Req. for Entry of Final J. at 3 (Sep. 15, 2025). Plaintiffs claim that
16 Defendants owe \$32,485.00 in attorneys’ fees. *Id.* And Plaintiffs claim that Defendants’ wrongful
17 occupation of the Lot has deprived Plaintiffs of approximately \$123,500.00 in rental income. *Id.*

18 Defendants argue that Plaintiffs’ request for unpaid rent, late fees, and accrued interest is
19 excessive. Defs.’ Opp. to Pls.’ Req. for Entry of Final J. at 2 (Oct. 13, 2025). Defendants argue
20 that the terms of the lease regarding late payment are ambiguously written and should be
21 interpreted in the Defendants’ favor because of that ambiguity. *Id.* Defendants also oppose the
22 amount of attorneys’ fees because Plaintiffs did not provide an attorney’s fee agreement. *Id.* at 3.
23 Defendants also claim that Plaintiffs failed to provide sufficient proof of the existence of lost rental
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1 fees. *Id.* at 4. Defendants finally argue that because damages were not stipulated, they cannot now
2 be addressed. *Id.*

3 Plaintiffs contend that the lease was unambiguous and should be interpreted in accordance
4 with the meaning the Plaintiffs present as the plain meaning. Pls.' Reply in Supp. of Req. for Entry
5 of Final J. at 2 (Oct. 27, 2025). They also argue that Defendants are seeking more evidence than
6 is necessary to establish Plaintiffs' attorneys' fees. *Id.* at 2–3. Plaintiffs also submitted an affidavit
7 of their attorneys' fees upon the Court's request. *See* Submission of Att'y's Fees. Plaintiffs argue
8 that the lost rental value is established in the record and also submitted an affidavit regarding the
9 lost rental income. Pls.' Reply in Supp. of Req. for Entry of Final J. at 3–4; *see also* Aff. of Locksh
10 M. Hemlani. And finally, Plaintiffs argue that, although damages were not stipulated, judgment on
11 damages is now appropriate. Pls.' Reply in Supp. of Req. for Entry of Final J. at 4.
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14 The Court agrees with Plaintiffs and will award damages. However, while the Court agrees
15 that lost rental income may be appropriate, Plaintiffs overestimated the attorneys' fees and the
16 amount of rental income lost.
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18 **I. Whether it is appropriate to assess damages.**

19 Defendants argue that damages cannot be now determined because Defendants never
20 agreed to pay damages as part of the Stipulated Judgment. Defs.' Opp. to Pls.' Req. for Entry of
21 Final J. at 4. Plaintiffs argue that while damages were not stipulated to, it is now appropriate for
22 the Court to assess damages based on the record and evidence presented before the Court. Pls.'
23 Reply in Supp. of Req. for Entry of Final J. at 4.
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25 Under the Guam Rules of Civil Procedure, a party may file a request for entry of final
26 judgment. Guam R. of Civ. P. 58(d). The Court may award the costs and damages as a matter of
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1 law. Guam R. of Civ. P. 58(a)(1)(A). “Such a motion [for judgment as a matter of law] shall specify
2 the judgment sought and the law and the facts on which the moving party is entitled to the
3 judgment.” Guam R. of Civ. P. 50(a)(2).

4 Here, the Stipulated Judgment and the Guam Rules of Civil Procedure are clear that it is
5 appropriate for the Court to assess damages. The Stipulated Judgment states that Defendants are
6 liable for damages implicitly. Defendants stipulated to stating that they are “jointly and severally
7 liable for the eight causes of action described in Plaintiff’s Complaint filed on March 7, 2023.” *Id.*
8 at 1. The original complaint includes a plea for money damages resulting from Defendants’
9 actions. *See* Compl. Additionally, the Stipulated Judgment includes a paragraph that states
10 damages are continuing to accumulate. This paragraph can only be interpreted as meaning that
11 Defendants are continuing to accrue damages because Defendants are jointly and severally liable
12 for all causes of action in the Complaint. Therefore, Defendants are liable for damages based on
13 the Stipulated Judgment.

14 It is appropriate for the Court to award costs and damages as a matter of law under the
15 Guam Rules of Civil Procedure. Plaintiffs appropriately motioned for an entry of final judgment
16 by submitting their Request for Final Judgment. Plaintiff’s Request specified “the judgment sought
17 and the law and the facts on which the moving party is entitled to the judgment.” Guam R. of Civ.
18 P. 50(a)(2); *see also* Pls.’ Req. for Entry of Final J. Defendants correctly pointed out that Plaintiff’s
19 initial Request did not include sufficient facts to motion for damages relating to attorneys’ fees
20 and lost rental income. Defs.’ Opp. to Pls.’ Req. for Entry of Final J. at 3–4. However, Plaintiffs
21 provided reliable facts regarding the cost of attorneys’ fees and lost rental income in two affidavits
22 upon request of the Court. *See* Submission of Att’y’s Fees; *see also* Aff. of Locksh M. Hemlani.
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1 Defendants have not shown any additional factual issues with the Request for Entry of Final
2 Judgment. *See* Defs.' Opp. to Pls.' Req. for Entry of Final J. Therefore, the Court will consider the
3 facts Plaintiffs have provided and the law provided by both parties to determine the amount of
4 damages Defendants are liable for under the Stipulated Judgment.

5 **II. Unpaid Rent, Late Fees, and Interest**

6 Plaintiffs request that Defendants pay unpaid rent, late fees, and interest in the amount of
7 \$141,172.18. Pls.' Req. for Entry of Final J. at 3. Plaintiffs argue that the unpaid rent, late fees,
8 and interest should be calculated according to the lease, which compounds the amount owed and
9 applies a five percent (5%) late fee every month to all delinquent rent and a twelve percent (12%)
10 per annum to all unpaid balances. *Id.* at 2. Defendants argue that the lease is ambiguous and should
11 be interpreted in the Defendant's favor because of the ambiguity. Defs.' Opp. to Pls.' Req. for
12 Entry of Final J. at 2. Defendants believe that the five percent (5%) monthly interest should be
13 applied to the previous month's delinquent rent. *Id.* Plaintiffs' interpretation is correct.

14 Guam law requires that contracts be interpreted according to their clear terms and that
15 courts shall not insert what has been omitted. *Perez v. Civ. Serv. Comm'n*, 2018 Guam 25 ¶ 15
16 (quoting *HRC Guam Co. v. Bayview II L.L.C.*, 2017 Guam 25 ¶ 60 ("We will not entertain a
17 strained interpretation of a contract, and preference should be given to reasonable interpretations
18 of a contract rather than an unreasonable interpretation." (citations omitted)). However, 18 GCA
19 § 87120 provides that "[i]n cases of uncertainty not removed by the preceding rules, the language
20 of a contract should be interpreted most strongly against the party who caused the uncertainty to
21 exist."

1 The lease agreement unambiguously states that late fees are compounding. The lease
2 agreement states:

3 A late fee of 5% of the amount owed will be paid by the Lessee
4 should the payment of rent be delinquent by more than five calendar
5 days. Interest on the amount owed and late fee shall accrue at the
annual interest rate of 12%.

6 Compl., Ex. 2 at 21. According to the second sentence, interest accrues on both the amount owed
7 and the late fee at an annual interest rate of twelve percent (12%). The phrase “amount owed” in
8 the first and second sentences is separate from the word rent. This language was intended to mean
9 the entire amount owed, and not the previous month’s rent alone. Defendant’s interpretation would
10 require the definition of “amount owed” in the first sentence to be the previous month’s rent alone
11 and in the second sentence to be the entire amount owed. The difference in the definition of the
12 “amount owed” is not supported by other context within the clause. The Court would be required
13 to insert additional meaning into the clause to interpret the clause according to Defendants’
14 interpretation. Thus, the plaintiff’s interpretation is the only correct interpretation of the clause.
15 The Court finds that Defendants are liable for \$141,172.18 of unpaid rent, late fees, and interest
16 through September 1, 2025.

19 **III. Attorneys’ Fees and Costs**

20 Plaintiffs argue that the lease states that Defendants are liable for attorneys’ fees based on
21 the lease agreement. Pls.’ Req. for Entry of Final J. at 3. Plaintiffs claim \$32,485.00 in attorneys’
22 fees in the Request for Entry of Final Judgment. *Id.* Defendants argue that Plaintiffs must provide
23 the attorney fee agreement to claim attorneys’ fees. Defs.’ Opp. to Pls.’ Req. for Entry of Final J.
24 at 3. The Court finds that Defendants are liable for attorneys’ fees.

1 To claim attorney's fees, a party must specify grounds that entitle "the moving party to the
2 award" and "must state the amount or provide a fair estimate of the amount sought." Guam R. of
3 Civ. P. 54(d)(2)(B). "If directed by the court, the motion shall also disclose the terms of any
4 agreement with respect to fees to be paid for the services for which claim is made." *Id.*

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6 Plaintiffs have provided the grounds upon which they may claim attorneys' fees. The Lease
7 states that the prevailing party shall recover attorneys' fees. Section 6 of the Lease states:

8 Should Lessee fail to abide by any material term of this agreement,
9 Lessor shall have all remedies as provided by law. If any action or
10 litigation undertaken to enforce any provision of this agreement, the
11 prevailing party shall recover any attorney's fees and costs
12 occasioned thereby.

13 Compl., Ex. 2 at 22. The Plaintiffs referred to this clause in their initial motion for final judgment.
14 Pls.' Req. for Entry of Final J. at 3. The Plaintiffs provided the full text in the Reply to Defendants'
15 Opposition to their Motion. Pls.' Reply in Supp. of Req. for Entry of Final J. to 2-3. Therefore,
16 the Plaintiffs have provided the legal basis for the Court to grant attorneys' fees.

17 Plaintiffs provided a "fair estimate of the amount sought" and provided documentation at
18 the Court's request. Guam R. of Civ. P. 54(d)(2)(B). In their Request for Final Judgment, Plaintiffs
19 requested \$32,485.00. In November of 2025, Plaintiffs submitted an accounting of the attorneys'
20 fees and requested \$31,782.27 in attorneys' fees for almost three years of litigation. Submission
21 of Att'y's Fees at 6. The Court doesn't find the difference between these two figures to be
22 concerning because they are substantially similar. The amount Plaintiffs claimed in November
23 2025 was not an unreasonable amount considering the length of time this matter has continued.
24 Plaintiffs have also provided an itemized list of fees at the request of the Court. The Court finds
25 that this is a reasonable amount and that the Plaintiffs have provided sufficient documentation.
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1 Thus, the amount shown in the Plaintiffs' submission, \$31,782.27, together with the continuing
2 legal fees, will be awarded to Plaintiffs.

3 **IV. Lost Rental Income**

4 Plaintiffs argue that they are entitled to consequential damages from lost rental income.
5 Pls.' Req. for Entry of Final J. at 4. Plaintiffs provided an affidavit labeling specific instances
6 where the Defendants' refusal to vacate the lot and remediate it resulted in several interested parties
7 deciding not to rent out the Lot. *See* Aff. of Locksh M. Hemlani. Defendants argue that Plaintiffs
8 provided no proof at the time of the filing of the Request for Entry of Final Judgment and,
9 therefore, no judgment can be made. Defs.' Opp. to Pls.' Req. for Entry of Final J. at 4. The Court
10 initially agreed with Defendants but now finds that Plaintiffs remedied the lack of evidence. The
11 Court now grants Plaintiffs' request for lost rental income, but at a smaller amount so as not to
12 unjustly enrich Plaintiffs.
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15 Guam law states that "[n]o damages can be recovered for a breach of contract which are
16 not clearly ascertainable in both their nature and origin." 20 GCA § 2202. When a contract is
17 breached, damages are appropriate when supported by evidence or "reasonable certainty"; the trial
18 court "need not be absolutely certain" to determine damages. *Unified Int. v. PacAir Props., Inc.*,
19 2017 Guam 9 ¶ 64.
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21 Plaintiffs have provided sufficient evidence to show damages related to lost rental income,
22 but the Court will grant a smaller amount than Plaintiffs requested to avoid unjust enrichment.
23 Plaintiffs calculated their request for lost rental income based on four separate instances of offers
24 for leasing the Lot, which averaged a rental income of \$6,500 per month. Aff. of Locksh M.
25 Hemlani at 1–2. Each offer was contingent on the removal of the vehicles placed by Defendant on
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1 the property and on the Lot meeting the Guam Environmental Protection Agency standards. *Id.*
2 No offer resulted in a new lease because Defendants continued to occupy the Lot and did not
3 remove the vehicles or remediate the land. *Id.* Thus, Plaintiffs showed a clear loss of income
4 attributable to Defendants' actions.

5 However, Plaintiffs have asked for rental income without taking into account the unpaid
6 rent, fees, and interest that Defendants are already liable to pay. As stated above, the Court has
7 awarded Plaintiffs the Defendants' unpaid rent, late fees, and interest. Plaintiffs have requested
8 lost rental income for the same period that Defendants should have been paying rent and are liable
9 to pay at this time. Plaintiffs do not take into consideration that the unpaid rent of Defendants
10 would account for \$3,000 a month worth of rent during the same stated period. Therefore, the
11 Court will award Plaintiffs \$3,500 per month for the period between November 2022 and May
12 2024, a total in lost rental income of \$66,500.

13 **NOW THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED that:**

14 Final judgment is entered in favor of Plaintiffs Locksh M. Helmani, Hanisha Hemlani, and
15 Chanda Hemlani, and against Defendants Joseph L. Edquilane, Elizabeth R. Edquilane, Julius M.
16 Atoigue, Miles Corporation dba Tow Pro and Driven Auto, and KJ Enterprises LLC dba Road
17 Side Service and Towing, jointly and severally, as follows:

18 1. Compensatory Damages: In the amount of \$141,172.18 representing unpaid rent, late
19 fees, and accrued interest through September 1, 2025, calculated in accordance with Section 3 of
20 the 2019 Ground Lease.

21 2. Attorneys' Fees and Costs: In the amount of \$31,782.27 pursuant to Section 6 of the 2019
22 Ground Lease.

1 3. Lost Rental Income: In the amount of \$66,500, representing consequential damages for
2 lost rental income based on market rental rates over a nineteen-month period.

3 4. Pre-Judgment and Post-Judgment Interest: Plaintiffs are awarded pre-judgment and post-
4 judgment interest for foregoing amounts at the contractual rate provided for in the 2019 Ground
5 Lease or as otherwise provided by law.

6 5. Reservation of Jurisdiction: The Court retains jurisdiction over any future proceedings
7 concerning additional environmental remediation costs, including Phase II testing and cleanup
8 expenses.
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10 6. Injunctive Relief: Defendants are hereby ordered to remove all salvage vehicles from Lot
11 No. 5159-3, Municipality of Dededo, Guam, and to fully remediate the property in accordance
12 with their obligations under the 2019 Ground Lease and the Stipulated Judgment of May 30, 2004,
13 within thirty (30) days of entry of this Final Judgment.
14

15 **SO ORDERED**, this 2/12/26.

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20 **HONORABLE JOHN C. TERLAJE**
21 Judge, Superior Court of Guam
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