



Filed

Supreme Court of Guam, Clerk of Court

IN THE SUPREME COURT OF GUAM

DR. MICHAEL EHLERT,
Petitioner-Appellant,

v.

UNIVERSITY OF GUAM, THOMAS W. KRISE, President
University of Guam in his official capacity, and
UNIVERSITY OF GUAM FACULTY UNION LOCAL 6282,
Respondents-Appellees.

Supreme Court Case No.: CVA18-007
Superior Court Case No.: SP0150-17

OPINION

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Appeal from the Superior Court of Guam
Argued and submitted on October 31, 2018
Hagåtña, Guam

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BEFORE: KATHERINE A. MARAMAN, Chief Justice; F. PHILIP CARBULLIDO, Associate Justice; ROBERT J. TORRES, Associate Justice.

CARBULLIDO, J.:

[1] After being terminated from his employment as an Associate Professor, Petitioner-Appellant Michael Ehlert filed a Petition for Alternative Writ of Mandate in the Superior Court against Respondents-Appellees the University of Guam, Thomas W. Krise, in his official capacity as President of the University of Guam¹ (Krise and the University of Guam, individually and collectively, hereinafter “University”), and the University of Guam Faculty Union American Federation of Teachers Local 6282 (“Union”), seeking reinstatement, a due process hearing, back pay, and attorney’s fees and costs. The Superior Court dismissed the petition, and Ehlert appeals. Finding that the Superior Court lacked jurisdiction, we affirm.

I. FACTUAL AND PROCEDURAL BACKGROUND

[2] Ehlert was a tenured Associate Professor of Psychology at the University. On November 1, 2014, some of Ehlert’s students attended a party at his house in Ipan. Following the party, two students lodged complaints with the University regarding Ehlert’s behavior at that event.² Because of these complaints, the University issued Ehlert a Notice of Adverse Action suspending him without pay effective March 23, 2015. While he was initially supposed to resume his duties on or about August 19, 2015, Ehlert remained on administrative leave past this date.

[3] On July 31, 2017, a jury convicted Ehlert of one felony count of third degree criminal sexual conduct and one felony count of attempted third degree criminal sexual conduct stemming from the November 2014 party at Ehlert’s house. The University President sent a letter to Ehlert

¹ Thomas W. Krise was automatically substituted as a party after succeeding former President Robert Underwood in 2018. See Guam R. App. P. 23(c)(2).

² For further background on the complaints and subsequent criminal proceedings, see *People v. Ehlert*, 2019 Guam 3.

dated August 1, 2017, which terminated Ehlert from his position as a psychology professor effective immediately. Ehlert received this letter via email on August 4, 2017 and via hand delivery on August 7, 2017. Ehlert responded, in writing through counsel, that he had not yet been convicted and demanded that the termination be rescinded. Ehlert also asserted his procedural rights under the Collective Bargaining Agreement (“CBA”) between the University and the Union—of which Ehlert was a member. The President responded by letter, dated August 17, 2017, and stated that in the University’s interpretation a conviction does not require a sentence and judgment, only a jury verdict. The President also stated that the CBA is a contract and 4 GCA § 4203.3, which prohibits the employment of convicted sex offenders, controls over the contract.

[4] Unable to reach a mutual resolution through letters, Ehlert filed the present action seeking mandamus relief. Shortly after the Petition was filed, a Judgment of Conviction was entered in the criminal proceedings against Ehlert. *See People v. Ehlert*, CF0011-16 & CF0081-17 (Judgment, Nov. 1, 2017).³ We affirmed this conviction. *See People v. Ehlert*, 2019 Guam 3.

[5] The University opposed the petition, asserting that Guam law prohibits it from employing a convicted sex offender and that mandamus would be futile because, even if reinstatement was ordered, the University could not legally employ Ehlert. Shortly after the University’s initial submission, the trial court ordered briefing on two issues: (1) whether Ehlert had to exhaust his administrative remedies before requesting an alternative writ of mandate; and (2) if required to do so, whether Ehlert had exhausted his administrative remedies. In response, Ehlert argued that the University failed to follow administrative procedures and that his suit attempted to obtain his right to administrative remedies he could not exhaust. The University responded that Ehlert

³ The University filed a motion requesting this court take judicial notice of Ehlert’s judgment of conviction, *see Ehlert v. Univ. of Guam*, CVA18-007 (Resp’t University’s Mot. Take Judicial Notice (May 24, 2018)), which we granted. *See Ehlert v. Univ. of Guam*, CVA18-007 (Order at 1-2 (Aug. 6, 2018)).

failed to exhaust his administrative remedies under the CBA between the University and the Union, including his right to appeal. Because of this failure, the University argued that Ehlert could not obtain judicial relief. Additionally, the University argued that, to the extent Ehlert was alleging a breach of contract claim, his claim was subject to the Government Claims Act. The University further asserted that complying with the CBA would be unlawful because Guam's statutes prohibit the University from employing persons convicted of a sex offense. *See* Record on Appeal ("RA"), tab 20 at 2 (Univ.'s Reply to Pet'r's Br., Dec. 29, 2017); *see also* 4 GCA § 4203.3 (as amended by Guam Pub. L. 28-098:1 (Feb. 7, 2006)).

[6] The Union agreed with Ehlert that the Superior Court may have jurisdiction because exhausting his administrative remedies would be futile given the University's prior actions. According to the Union, the University "has specifically opted out of the administrative process by refusing to initiate it in the first instance and, instead, summarily terminating Dr. Ehlert." RA, tab 19 at 5 (Union's Resp. to Court's Briefing Order re Jurisdiction, Dec. 29, 2017). However, the Union argued that it was not subject to a writ of mandate because it is a private, not governmental, entity. The Union took no position on whether the University may summarily terminate an employee due to the restrictions of 4 GCA § 4203.3, which prohibits sex offenders from working in the government of Guam.

[7] The Superior Court ultimately dismissed Ehlert's Petition for Alternative Writ of Mandate for lack of subject matter jurisdiction. The court "adopt[ed] all the points and authorities cited by [the University]." RA, tab 24 at 4 (Dec. & Order, Jan. 30, 2018). The Superior Court determined that Ehlert failed to exhaust his administrative remedies and failed to file a claim under the Government Claims Act. Accordingly, it denied Ehlert's petition and

dismissed the action with prejudice. No separate judgment was entered, but Ehlert timely appealed from the Decision and Order dismissing the case.⁴

II. JURISDICTION

[8] This court has jurisdiction over appeals from a final judgment. *See* 48 U.S.C.A. § 1424-1(a)(2) (Westlaw through Pub. L. 116-90 (2019)); 7 GCA §§ 3105, 3107(b), 3108(a) (2005).

III. STANDARD OF REVIEW

[9] We review *de novo* a trial court's order granting a motion to dismiss a petition seeking a writ of mandamus. *DCK Pac. Guam, LLC v. Morrison*, 2010 Guam 16 ¶ 6. The denial of a writ of mandamus is generally reviewed for abuse of discretion. *Id.* However, in reviewing such a denial, this court reviews *de novo* the trial court's conclusions of law and legal issues related to the determination that the Superior Court lacked subject matter jurisdiction. *See Agana Beach Condo. Homeowners' Ass'n. v. Mafnas*, 2013 Guam 9 ¶ 11.

[10] We may affirm the judgment below for any reason justified by the record, even if different from the reasons articulated by the trial court. *See, e.g., Ramos v. Docomo Pac., Inc.*, 2012 Guam 20 ¶ 25 (citing *People v. San Nicolas*, 2001 Guam 4 ¶ 29).

IV. ANALYSIS

A. The Superior Court Lacked Jurisdiction Over Ehlert's Claims Against the University and the President

[11] Jurisdiction is a threshold question. *See, e.g., People v. Gomia*, 2017 Guam 13 ¶ 8. In Guam, original subject matter jurisdiction flows from either the Organic Act or local law. *Maeda Pac. Corp. v. GMP Haw., Inc.*, 2011 Guam 20 ¶ 13. The doctrine of sovereign immunity, which is a component of subject matter jurisdiction, applies in Guam. *Guam Econ.*

⁴ The trial court below did not enter a judgment on a separate document. Under the 150-day rule of Guam Rule of Civil Procedure 58(b)(2)(B), judgment was effectively entered June 29, 2018. *See* Guam R. Civ. P. 58(b)(2)(B); *see also Portis Int'l, LLC v. Marquardt*, 2018 Guam 22 ¶¶ 9-10. The premature notice of appeal became effective once the judgment became final. *See Rapadas v. Benito*, 2011 Guam 28 ¶¶ 9-10; *see also Quijano v. Atkins-Kroll, Inc.*, 2008 Guam 14 ¶ 5.

Dev. Auth. v. Island Equip. Co., 1998 Guam 7 ¶ 6. Sovereign immunity generally bars a litigant from subjecting the government to suit. *See Guam YTK Corp. v. Port Auth. of Guam*, 2019 Guam 12 ¶ 22. For employees of the government of Guam, as argued by the parties and found in our caselaw, Guam law provides two different methods for overcoming sovereign immunity. First, employees protected under the merit system can seek judicial review of a final adverse action. *Limtiaco v. Guam Fire Dep't*, 2007 Guam 10 ¶¶ 41-44. Second, employees under a contract may pursue potential remedies through the Government Claims Act. *Id.* ¶ 41. Under either theory, a plaintiff suing the government must point to a specific legislative waiver of sovereign immunity. *See Guam Police Dep't v. Superior Court (Lujan)*, 2011 Guam 8 ¶ 32 (“[T]he Government of Guam’s right to invoke sovereign immunity can only be waived or abrogated by the Legislature of Guam.”). And if seeking administrative review, a party must timely invoke the jurisdiction of the Superior Court. *See Teleguam Holdings LLC v. Guam*, 2018 Guam 5 ¶¶ 19-22.

[12] Most government-related employment in Guam is divided into the classified and unclassified service. *See* 4 GCA § 4102 (as amended by Guam Pub. L. 32-222:1 (Dec. 29, 2014)). However, academic personnel of Guam Community College and the University of Guam are included in a different category. *Id.* Under the University Charter, “[a]cademic personnel are defined as faculty and administrators.” 17 GCA § 16112 (2005) (as amended by Guam Pub. L. 28-068:IV:42 & 47 (Sept. 30, 2005)). The Board of Regents is responsible for adopting rules and regulations “governing selection, compensation, promotion, performance evaluation, disciplinary action and other terms and conditions of employment affecting academic personnel.” *Id.* The authority “to establish personnel and administrative rules and regulations shall not be subject to the Administrative Adjudication Act.” *Id.* § 16108 (2005). However, these rules and regulations “shall provide for the employment and retention of persons on the

basis of merit.” *Id.* § 16112. The merit protections derive from the Organic Act of Guam, 48 U.S.C.A. § 1422c (Westlaw through Pub. L. 116-90 (2019)), and a “tradition of common law” related to due process rights, *see Limtiaco*, 2007 Guam 10 ¶¶ 37-38 (citing *Elrod v. Burns*, 427 U.S. 347 (1976); *Haeuser v. Dep’t of Law*, 97 F.3d 1152 (9th Cir. 1996)).

[13] Through a Collective Bargaining Agreement with the Faculty Union, the University has established a set of rules and regulations governing employment of academic personnel and created an administrative process for handling personnel issues. In Guam, to seek judicial review of an administrative decision, a party must timely invoke the jurisdiction of the Superior Court. *See Teleguam Holdings*, 2018 Guam 5 ¶¶ 19-22.

[14] We are asked by the parties, in part, to determine whether the employment of “academic personnel” is governed by (1) a contractual relationship subject to the Government Claims Act or (2) a due process relationship subject to Guam’s administrative or personnel laws. While this choice raises real and substantial questions regarding sovereign immunity and the employment relationship between academic personnel and the University, we need not determine which, if either, applies in this case because under both theories, the Superior Court lacked jurisdiction over Ehlert’s claims.⁵

1. To the extent Ehlert is pursuing a breach of contract claim, the Superior Court lacked jurisdiction over Ehlert’s claims because mandamus is futile and he failed to follow the Government Claims Act

[15] “[M]andamus is an extraordinary remedy issued only when there is not a plain, speedy, and adequate remedy in the ordinary course of law.” *Holmes v. Terr. Land Use Comm’n*, 1998 Guam 8 ¶ 9 (citing 7 GCA § 31203 (1993)). Mandamus should be used only in “extreme situations.” *Limtiaco*, 2007 Guam 10 ¶ 8 (quoting *Guam Publ’ns, Inc. v. Superior Court*

⁵ We are also hesitant to make a decision regarding the appropriate avenue of relief because the record in this case lacks evidence regarding whether a contract existed between Ehlert and the University.

(*People*), 1996 Guam 6 ¶ 10). Mandamus is limited to compelling ministerial acts; it cannot be used to make retroactive claims for monetary relief. *See, e.g., Guam Fed'n of Teachers ex rel. Rector v. Perez*, 2005 Guam 25 ¶¶ 21-22. “[I]t is well settled that mandamus will not lie to compel the performance of acts which are illegal, contrary to public policy, or which tend to aid an unlawful purpose.” *Cook v. Noble*, 186 P. 150 (Cal. 1919) (in bank); *see also Torres v. City of Montebello*, 183 Cal. Rptr. 3d 801, 818 (Ct. App. 2015). This includes situations when mandamus relief would have been appropriate, but an intervening event makes mandamus relief illegal.⁶ *Torres*, 183 Cal. Rptr. 3d at 818 (“Because mandamus must operate in the present, an intervening change in law may moot or otherwise make such relief unavailable.”). In *Torres*, for example, the California Court of Appeals affirmed the trial court’s dismissal of a petition seeking mandamus relief because, even though petitioner asserted that a ministerial obligation existed in 2008, by 2015 an intervening event had occurred so the court could “not sanction mandamus relief *in the present*.” 183 Cal. Rptr. 3d at 818 (emphasis added). “[E]ven though mandamus is the proper remedy to compel the performance of a ministerial act, a ministerial officer cannot be coerced into doing that which his plain duty under the law prohibits him from doing.” *Plum v. City of Healdsburg*, 46 Cal. Rptr. 827, 833 (Dist. Ct. App. 1965) (citations omitted).

[16] From a contract perspective, Ehlert’s claims fall broadly into two categories: (1) prospective claims for injunctive relief (reinstatement and a due process hearing); and (2) retroactive claims for damages (back pay and attorney’s fees). Under a contract theory, Ehlert’s injunctive claims fail because his continued employment is illegal under Guam law, and his damages claims fail because he did not file a government claim.

⁶ This is a determination that goes to the merits of a petitioner’s claims. This principle is therefore distinct from a mootness analysis, which relates to the court’s subject matter jurisdiction. Contrary to the University’s arguments, Ehlert’s claims are not moot. *See generally Tumon Partners, LLC v. Shin*, 2008 Guam 15 ¶ 37 (stating that a case is not moot where party retains a “legally cognizable interest in the outcome” (quoting *Town House Dep’t Stores, Inc. v. Ahn*, 2000 Guam 32 ¶ 9)).

[17] Under 4 GCA § 4203.3:

No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry shall work in any agency or instrumentality of the government of Guam.

4 GCA § 4203.3.⁷ This statute is an absolute prohibition; there are no exceptions. We took judicial notice of Ehlert’s subsequent criminal conviction in the Superior Court, *see supra* note 3, which we later affirmed on appeal, *see Ehlert*, 2019 Guam 3. Once the judgment of conviction was entered against Ehlert, his prospective claims for injunctive relief are illegal and cannot be enforced via mandamus, even if contractual. *See Guam YTK Corp.*, 2019 Guam 12 ¶¶ 42-52. It is irrelevant to our present analysis whether Ehlert had been “convicted” in his criminal case, as that term is used in 4 GCA § 4203.3, when the University dismissed him. Ehlert has been convicted in the months since his petition was first filed,⁸ and that conviction has been affirmed, *Ehlert*, 2019 Guam 3. Even assuming Ehlert may have been entitled to mandamus relief when his petition was filed—an issue we need not decide—it would be futile to grant him a writ on the facts now before the court. *See Torres*, 183 Cal. Rptr. 3d at 818.

[18] Additionally, Ehlert’s retroactive claims for damages are barred by the procedural posture of this case. First, instead of filing a civil action or seeking review of an administrative decision, Ehlert filed a petition for writ of mandamus. Legal remedies—such as monetary damages—are not available in mandamus. *See, e.g., Guam Fed’n of Teachers*, 2005 Guam 25 ¶¶ 21-22.

⁷ For the first time during oral argument, Ehlert asserted that this provision only prohibited him from being employed on campus at the University and that he could continue to work remotely. Ehlert waived this argument. *See People v. Blas*, 2015 Guam 30 ¶ 18 n.1 (citation omitted).

⁸ The fact that Ehlert’s criminal appeal was not final during the pendency of this action also does not change our analysis. *Cf. People v. Song*, 2012 Guam 21 ¶ 28 (“A verdict of guilty removes the presumption of innocence to which a defendant had formerly been entitled and replaces it with a presumption of guilt.”).

[19] Second, if Ehlert is seeking back pay and attorney’s fees as damages stemming from a breach of contract, he must file a claim and suit consistent with the Government Claims Act. *See* 5 GCA §§ 6101-6404. “The Organic Act . . . grants the Legislature the power to waive sovereign immunity as it sees fit.” *Wood v. Guam Power Auth.*, 2000 Guam 18, at *4 (citing *Munoz v. Gov’t of Guam*, Civ. No. 76-16A, 1978 WL 13511, at *1 (D. Guam App. Div. Mar. 13, 1978)); *see also* 48 U.S.C.A. § 1421a (Westlaw through Pub. L. 116-90 (2019)). “Without such a waiver, the courts lack subject matter jurisdiction over the claim.” *Wood*, 2000 Guam 18, at *2. The Guam Legislature has provided a limited waiver of sovereign immunity under the Government Claims Act for contract-based claims. *See* 5 GCA § 6105(a) (2005); 5 GCA § 3102 (as amended by Guam Pub. L. 29-019:VI:51 (Sept. 29, 2007)); *Guam YTK Corp. v. Port Auth. of Guam*, 2014 Guam 7 ¶ 43; *see also Lujan*, 2011 Guam 8 ¶ 8. Consistent with the principles of sovereign immunity and the Government Claims Act, the government of Guam is immune from suit on a contract, unless a party files a claim with the Attorney General and, if necessary, the agency’s Claims Officer. *See* 5 GCA §§ 6101-6201; *see also Lujan*, 2011 Guam 8 ¶¶ 8, 30. The Government Claims Act applies to “to the entire government of Guam,” and “[n]o government agency, whether denominated as a line department, an agency or a public corporation, is excluded from the scope of this Chapter,” including the University. 5 GCA § 6102 (2005). The record contains no evidence that Ehlert ever filed a government claim. Therefore, under a contract-based theory, the Superior Court lacked jurisdiction over Ehlert’s legal claims.

2. To the extent Ehlert is seeking judicial review of an administrative decision, the Superior Court lacked jurisdiction because Ehlert did not timely file his petition

[20] To the extent Ehlert is seeking judicial review of his firing based on Guam’s administrative law, he raises issues with the Superior Court’s dismissal for lack of jurisdiction because he failed to exhaust his administrative remedies. Ehlert essentially argues that,

consistent with the Collective Bargaining Agreement, the court should order the University to give him an administrative review and appeal from an adverse action. *See* Appellant’s Br. at 15 (May 14, 2018) (“Clearly, after Appellee’s refusal to provide any merit system required process[,] further effort for administrative process would be futile and Appellant sought court intervention.”). As the University’s relationship with academic personnel is exempt from the jurisdiction of Civil Service Commission, *see* 4 GCA § 4102(c) (2005), judicial review of an action of the University under an administrative law theory would have to proceed under the Administrative Adjudication Law. *See* 5 GCA §§ 9102, 9240-41. The adverse action procedures adopted in the Collective Bargaining Agreement would govern as the University’s rules and regulations.⁹

[21] To support his claim that he was denied due process under the administrative procedures, Ehlert points to the exchange of letters between his counsel and the President regarding Ehlert’s termination. The President sent Ehlert a letter on August 7, 2017 terminating his employment. Ehlert responded on August 11, 2017 disputing the University’s interpretation of the word “conviction.” On August 17, 2017, the President responded, stating that in his view, Dr. Ehlert’s termination took effect upon receipt of his termination letter.

[22] In seeking to avail himself of the Collective Bargaining Agreement, Ehlert would be similarly bound to follow the statutes and regulations governing review of administrative actions. *See generally DCK Pac.*, 2010 Guam 16 ¶¶ 15-17. Under the CBA, “[t]he decision of the President is final and there is no further right of administrative appeal.” RA, tab 3, Attach. 4 §

⁹ All parties agreed, for purposes of this appeal, that the Collective Bargaining Agreement satisfies the University’s obligation to adopt rules and regulations under 17 GCA § 16112. In the Rules, Regulations and Procedures Manual of the University of Guam, as approved by the Board of Regents of the University of Guam on February 17, 2000 (“RRPM”), the University purported to supersede a document entitled “UOG Personnel Rules & Regulations Faculty/Administrators.” *See* RRPM at Preamble. As the University is exempt from the formal rule-making requirements of the Administrative Adjudication Act, *see* 17 GCA § 16108, we reserve for another day—based on the parties’ concessions—whether the CBA satisfies the University’s obligation and assume that it does for purposes of analyzing Ehlert’s administrative law based claims. *See, e.g., Tumon Partners*, 2008 Guam 15 ¶ 39 (accepting concession of the parties).

F(9)(d) (Ehlert Decl., Oct. 9, 2017). The President's August 7, 2017 termination of Ehlert was a final decision of the agency. And even if we interpret Ehlert's August 11, 2017 response as a proper request for reconsideration, the subsequent August 17, 2017 letter is the President's final decision. Therefore, we construe August 17, 2017, as the date of the University's final decision regarding Ehlert's employment.

[23] A petition for judicial review must be filed within 30 days after an agency's decision. *See* 5 GCA § 9241 (2005). Even if Ehlert was improperly denied due process under the CBA, his remedy under an administrative process would be to seek judicial review of a final agency decision within 30 days. *See, e.g., Mesngon v. Gov't of Guam*, 2003 Guam 3 ¶¶ 20-23 (conducting judicial review of a procedural defect claim). However, Ehlert did not file this action in the Superior Court until October 9, 2017. Thus, irrespective of which letter from the President actually constitutes a final "agency action," the petition for writ of mandamus was not filed in the Superior Court until more than 30 days later. Therefore, Ehlert untimely sought judicial review. *Teleguam Holdings*, 2018 Guam 5 ¶¶ 19-22 ("The jurisdiction of the Superior Court is invoked when a petition or complaint is filed."). Because of this untimeliness, the Superior Court lacked jurisdiction over the petition under an administrative theory as well. *Id.*; *see also Univ. of Guam v. Guam Civil Serv. Comm'n (Matheny)*, No. Civ. 94-00018A, 1995 WL 222212 (D. Guam Feb. 10, 1995).

B. Mandamus is Unavailable Against the Union Because Ehlert Has Not Alleged a Ministerial Obligation

[24] Finally, Ehlert asserts that his claims against the Union were improperly dismissed. For a person to be entitled to a writ of mandate, the respondent must be required to perform a ministerial duty. *See Sorensen Television Sys., Inc. v. Superior Court (Lina'la Sin Casino)*, 2006 Guam 21 ¶ 13. A writ of mandamus will not issue where a petitioner has "a plain, speedy, and

adequate remedy in the ordinary course of law.” 7 GCA § 31203 (2005). Nowhere in the Petition does Ehlert identify the Union’s alleged ministerial obligation. In his reply brief, Ehlert belatedly argues that he has asserted a claim of breach of contract or breach of the duty of fair representation against the Union—although the nature of his claims is still not clear—and seeks the remedy of Union representation. Ehlert also stated during oral argument that his claim for attorney’s fees is asserted against the Union. However, the Petition, including the passage cited by Ehlert in his reply, makes no references to these allegations or potential remedies vis-à-vis the Union. Even if we were to generously construe the Petition as having raised these arguments, there is no reason Ehlert could not assert his claims against the Union in a regular civil action. The relief of mandamus is therefore unavailable to Ehlert regarding his claims against the Union. See 7 GCA § 31203; *Limtiaco*, 2007 Guam 10 ¶ 14; *Town House Dep’t Stores, Inc. v. Dep’t of Educ.*, 2012 Guam 25 ¶ 29 (“[W]here such a [civil] remedy exists, a writ is not an appropriate substitute.”); *Xerox Corp. v. Office of Pub. Accountability*, 2014 Guam 14 ¶ 18 (finding that availability of companion civil action “shows on its face that [petitioner] had an adequate remedy at law; where such a remedy exists, a writ is not an appropriate remedy”).

V. CONCLUSION

[25] For the reasons set forth above, we **AFFIRM** the January 30, 2018 Decision and Order dismissing Ehlert’s Petition.

 /s/
 F. PHILIP CARBULLIDO
 Associate Justice

 /s/
 ROBERT J. TORRES
 Associate Justice

 /s/
 KATHERINE A. MARAMAN
 Chief Justice