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SUPERIOR COURT
OF GUAM

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CLERK OF COURT

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IN THE SUPERIOR COURT OF GUAM

MARK BRIAN PEREZ, Plaintiff, v. URSULA FLEMING PEREZ, Defendant.	DOMESTIC CASE NO: DM0337-18 **DECISION AND ORDER**

INTRODUCTION

Final decrees are meant to end disputes, not restart them. This motion asks whether the parties' 2019 Final Decree of Divorce should now be enforced or altered based on an alleged breach of the Marital Settlement Agreement ("MSA"). Plaintiff Mark Brian Perez contends that Defendant Ursula Fleming Perez failed to keep the mortgage current and that the forgiveness of an auto loan created tax consequences tied to his name. Defendant tells a different story—one in which she met her obligations, Plaintiff's refusal to sign lender-required documents stalled the mortgage assumption process, and the decree the parties negotiated remains exactly as written. The Court's role is a limited one: to decide whether the record establishes a breach requiring enforcement or a lawful basis to modify a final property division. It does not. The motion is denied.

BACKGROUND

On February 12, 2019, the Court entered a Final Decree of Divorce dissolving the parties' marriage and incorporating in full their MSA. *See,* Final Decree of Divorce (Feb. 13, 2019). Under the MSA, Plaintiff was awarded fifty percent (50%) of his Government of Guam retirement or $16,641.54, whichever was greater, as well as his clothing, military uniforms, tools, personal effects, and all accounts and debts held solely in his name. *See,* Marital Settlement Agreement (Feb. 1, 2019). Defendant was awarded the remaining fifty percent (50%) of Plaintiff's Government of Guam retirement or $16,641.54, the house and lot located at 115 Cruz Court, Ipan, Talofofo, the lot at Padua Lane in Ipan, the 2010 Toyota Tundra, the 2009 Infinity, the 2016 Toyota Tundra 1794 Edition, all other personal property and accounts held solely in her name, the Citibank mortgage for 115 Cruz Court, the Navy Federal Credit Union auto loan for the 2016 Tundra, and all other debts held solely in her name. *Id.*

On March 25, 2025, Plaintiff filed his Motion to Enforce and to Modify the Final Decree. *See,* Mot. to Enforce & to Modify Final Decree (Mar. 25, 2025). On September 22, 2025, Defendant filed an Opposition arguing that Plaintiff's refusal to execute lender-required assumption documents prevented transfer of the mortgage solely into her name and that the auto loan was satisfied, leaving no breach of the MSA. *See,* Opp'n to Mot. to Enforce & Modify (Sept. 22, 2025). Plaintiff replied on October 6, 2025, maintaining that Defendant remains in material breach. *See,* Reply in Supp. of Mot. to Enforce & Modify (Oct. 6, 2025). The Court heard argument on October 21, 2025.

DISCUSSION

To resolve this motion, the Court first reviews the terms of the Marital Settlement Agreement incorporated into the 2019 Final Decree and the obligations it imposed on each party.

It then considers whether Defendant's conduct amounts to a breach under governing contract principles. Finally, the Court addresses whether modification of the decree is legally permissible and warranted based on the record. Because Plaintiff has not shown a material breach or a basis to alter the decree, the motion is denied.

I. Plaintiff has not demonstrated a breach requiring enforcement or modification.

An MSA incorporated into a divorce decree is interpreted as a contract, and courts will enforce the parties' written intent absent fraud, mistake, or gross inequity. *Leon Guerrero v. Moylan*, 2000 Guam 28 ¶ 8–11. To obtain enforcement based on breach of contract, the moving party must show: (1) the existence of a contract, (2) their own performance, (3) the opposing party's breach, and (4) resulting damages. *Hemlani v. Hemlani*, 2015 Guam 16 ¶ 19.

Plaintiff argues that Defendant's late mortgage payments caused negative credit consequences and that the forgiven Toyota Tundra loan triggered tax liability that remains linked to his name. But the record shows that Defendant accepted responsibility for the mortgage and loan, made payments toward both, and did not abandon either obligation. Some payments may have been late or irregular, but Plaintiff has not shown a failure so material that it constitutes a breach of the MSA. Nothing in the agreement requires Defendant to refinance the mortgage into her sole name or indemnify Plaintiff for tax-related consequences unless expressly stated — and the MSA contains no such term.

II. Modification of the decree is not justified.

A property division contained in a final divorce decree is not subject to modification unless the moving party establishes fraud, mutual mistake, or inequity so extreme that enforcement would be unconscionable. Plaintiff has not made that showing. His request to force refinancing or sale of the marital home would materially alter the parties' bargained-for allocation of property and debt—relief the Court cannot grant under the guise of "enforcement."

CONCLUSION

For the reasons set for above the Court DENIES Plaintiff's Motion to Enforce and to Modify Final Decree of Divorce.

IT IS SO ORDERED JAN 2 0 2026

HONORABLE ARTHUR R. BARCINAS
Judge, Superior Court of Guam