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CLERK OF COURT

IN THE SUPERIOR COURT OF GUAM

By: pm

JOHN A. LIMTIACO,

Plaintiff

v.

BARBARA T.U. LIMTIACO,

Defendant

Domestic Case No.: DM0097-19

DECISION AND ORDER

This matter comes before the Court on competing motions for relief.

On January 20, 2026, Defendant Barbara Limtiaco filed a motion for contempt alleging that Plaintiff John Limtiaco was in violation of their Marital Settlement Agreement ("MSA") which was incorporated into a Final Decree of Divorce entered by this Court on March 19, 2019. Defendant Limtiaco's motion alleges that Plaintiff Limtiaco failed to make spousal support payments required by the MSA. Defendant Limtiaco additionally requests an award of attorney fees and costs.

On February 5, 2026, this Court issued an Order to Show Cause commanding Plaintiff Limtiaco to appear and show cause and respond to the allegations in the motion for contempt.

On May 11, 2026, Plaintiff Limtiaco jointly filed an opposition to the motion for contempt and a cross motion seeking offset of spousal support payments and an award of health care premiums allegedly overpaid on Defendant Limtiaco's behalf. Plaintiff Limtiaco also requests an award of attorney fees and costs.

The order to show cause hearing came before this Court on June 1, 2026.

1 Upon consideration of the motions, the record, and applicable law, the Court finds as
2 follows:

3 A divorce decree incorporating a settlement agreement is simply a consent decree, which is
4 a form of contract. *Leon Guerrero v. Moylan*, 2000 Guam 28 ¶ 8. Contract principles apply to the
5 interpretation of settlement agreements. *Camacho v. Camacho*, 1997 Guam 5, ¶ 32. When
6 interpreting contracts, effect must be given to the mutual intention of the parties as it existed at the
7 time of contracting, so far as the same is ascertainable and lawful. *See* 18 GCA § 87102. When a
8 contract is reduced to writing, the intention of the parties must be ascertained from the writing
9 alone, if possible. *Camacho*, 1997 Guam 5 at ¶ 32.

10 Section 15 of the MSA states that “[i]n the event that Wife resigns from her employment
11 with Pacific Unlimited Inc. (“PUI”), or if her employment is terminated by PUI, husband will
12 cover fifty percent (50%) of Wife’s health insurance premiums in a health insurance group plan up
13 until Wife turns the age of 62.”

14 The parties do not dispute that Defendant Limtiaco resigned from her employment with
15 PUI. The point of contention is the application of Plaintiff Limtiaco’s obligation to cover fifty
16 percent (50%) of Defendant Limtiaco’s health insurance premiums if Defendant Limtiaco does not
17 have health insurance coverage. The language of Section 15 states that Plaintiff Limtiaco is
18 required to “cover fifty percent (50%) of [Defendant Limtiaco’s] health insurance premiums in a
19 health insurance group plan up until [she] turns the age of 62.” If Defendant Limtiaco had no
20 health insurance coverage, her health insurance premiums were \$0. Fifty percent of \$0 is \$0. The
21 plain language of Section 15 does not contemplate an obligation that Plaintiff Limtiaco pay 100%
22 of Defendant Limtiaco’s health insurance premiums if she is unable to afford her fifty percent
23 share of the health insurance premiums. Therefore, Plaintiff Limtiaco’s payment of Defendant
24 Limtiaco’s fifty percent share is a voluntary payment which is not subject to setoff. *See Waathdad*

1 v. *Cyfred, Ltd.*, 2021 Guam 24 ¶ 18 (Setoff requires mutual, liquidated debts). Plaintiff Limtiaco
2 therefore is obligated by the MSA to continue payments according to its terms.
3

4 This Court recognizes that the Local Rules of the Superior Court of Guam apply to all civil,
5 domestic, and special actions, not including criminal and juvenile proceedings. CVR 1.1.
6 Particularly, CVR 7.1 governs motion practice before this Court and provides that it applies to:

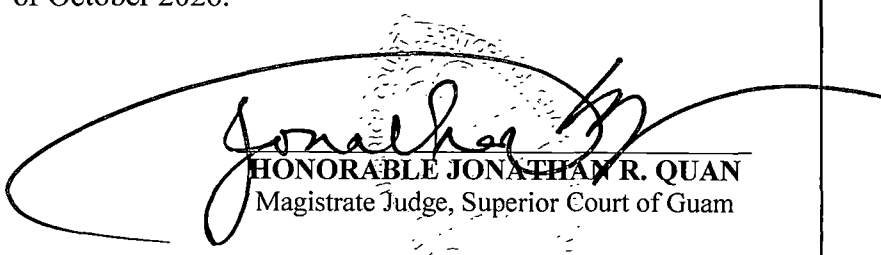
7 motions, applications, petitions, orders to show cause, and all other proceedings
8 except a trial on the merits, matters arising in civil cases assigned to the Master
9 Calendar, and applications for a temporary restraining order, unless otherwise
ordered by the court [or otherwise provided for at law].” CVR 7.1(a)

10 No exception applies in this case. Each party was required to file a notice of motion and their
11 motion using CVR 7.1 Form 1. Upon review of this matter, it appears that neither party complied
12 with this requirement.

13 Pursuant to CVR 7.1(l), this Court finds that both Plaintiff and Defendant are non-
14 compliant with the requirements of CVR 7.1(c). Therefore, this Court declines to consider
15 Defendant Limtiaco’s January 20, 2026 request for an order of contempt against Plaintiff
16 Limtiaco. This Court also declines to consider Plaintiff Limtiaco’s request for setoff and award of
17 overpayment. This Court similarly declines to consider either request for award of attorney fees
18 and costs.

19 This Court reminds the Parties that they are bound by the terms of the MSA. It is expected
20 that the parties will honor the terms of their MSA and make reasonable efforts to resolve their
21 dispute. If the Parties are unable to resolve their dispute in good faith, the Court reminds them that
22 requests for relief will only be considered if they comply with the rules of this Court.

23 SO ORDERED this 28th day of October 2026.
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HONORABLE JONATHAN R. QUAN
Magistrate Judge, Superior Court of Guam