IN THE SUPREME COURT OF GUAM

CAROLYN JANE LAMB,
Plaintiff-Appellant,

v.

BENJAMIN RALPH HOFFMAN,
Defendant-Appellee.

Supreme Court Case No. CVA09-023
Superior Court Case No. CS0589-03

OPINION

Cite as: 2011 Guam 13

Appeal from the Superior Court of Guam
Argued and submitted November 5, 2010
Hagåtña, Guam

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BEFORE: ROBERT J. TORRES, Chief Justice; F. PHILIP CARBULLIDO, Associate Justice, KATHERINE A. MARAMAN, Associate Justice.[1]

CARBULLIDO, J.:

[1] This is an appeal of the Superior Court's decision determining that Appellee Benjamin Ralph Hoffman ("Benjamin") did not owe any child support to Appellant Carolyn Jane Lamb ("Carolyn") for the period of March 1, 2000 to January 26, 2004. In deciding that Benjamin did not owe any child support for this period, the trial court gave him: (1) a credit of $66,278.52 CDN for the Nova Scotia Limited 3001497 Cell-Loc shares transferred to Carolyn pursuant to a 2000 ex parte order issued by the Supreme Court of Nova Scotia,[2] and (2) a credit for $1.8 million US dollars in cash plus the value of a Connor Pacific Debenture estimated at $1.1 million CDN dollars which Carolyn received from certain settlement agreements. Carolyn claims that the Superior Court erred in giving Benjamin these credits and in failing to give due weight to the calculations of the Nova Scotia Maintenance Enforcement Program registry.

[2] We reverse the Superior Court's decision to give Benjamin the $66,278.52 credit towards his child support for the transfer of the Cell- Loc shares. Since the Cell-Loc shares were marital property, Benjamin should have received a credit for only 50% of the value towards his spousal and child support obligations. We also reverse the Superior Court's application of the 2005 settlement payments to Benjamin's child support obligations. The review of both the Florida and the Connor Pacific Debenture settlements were outside the scope of what this court remanded to

[1] On January 18, 2011, Justice F. Philip Carbullido was sworn in as Chief Justice of the Supreme Court of Guam.

[2] The trial court gave Benjamin $343,479.00 CDN in child and spousal support credit for the liquidated Cell-Loc shares. It divided $343.479.00 CDN by Benjamin's monthly support obligation $12,391.00 CDN to find that Benjamin satisfied 27.72 months of child and spousal support. This amounts to $66,278.52 CDN of child support and $277,200.48 CDN of spousal support.

the Superior Court to determine. We hold, however, that the Superior Court did not fail to give due weight to the calculations of the Nova Scotia Maintenance Enforcement Program ("MEP") registry. Accordingly, we remand this case to the Superior Court for further proceedings to determine Benjamin's total child support and spousal support arrearages consistent with this opinion.

I. FACTUAL AND PROCEDURAL BACKGROUND

[3] This case is before us for the second time on appeal after our remand in *Lamb v. Hoffman*, 2008 Guam 2 (*Lamb I*). The factual and procedural background of the case through the first appeal are set forth in *Lamb I* and do not need to be repeated here. In *Lamb I*, this court held: (1) Benjamin was not entitled to a trial by jury; (2) Benjamin was not entitled to a new trial; (3) the Superior Court did not err in failing to use a *de novo* review of the Child Support Referee's order; (4) the Superior Court did not err in rejecting Benjamin's objection to the Referee's finding that he has the ability to pay the order, and; (5) the Superior Court could have given Benjamin credit towards his spousal and child support for the transfer of the 3001497 Cell-Loc shares. *Lamb I*, 2008 Guam 2 ¶ 60. It was the fifth issue that was remanded to Superior Court for a rehearing.

[4] In *Lamb I*, we stated that:

> We are inclined to agree with Benjamin that he should be given credit for the liquidation value of the 3001497 Cell-Loc shares. A plain reading of the March 10, 2000 Decision suggests that Justice Scanlan intended the shares to be liquidated and then used as a fund to pay Benjamin's child and spousal support obligations beginning in March of 2000. However, the oral nature of the Decision has resulted in certain ambiguities that have proven difficult to resolve based on the record before us. Under the circumstances, justice would be better served by allowing the parties to present arguments as to the interpretation of the March 10, 2000 Decision or petition the Canadian court for clarification. We therefore remand the question of how much credit Benjamin should get for the 3004197

> Cell-Loc shares to the lower court for a determination consistent with this opinion.

Id. at ¶ 51. On remand, the Superior Court ordered the parties to:

> DETERMINE the total amount of arrearages for child support owed by Defendant consistent with the Court's opinion characterizing the 3001497 Cell-Loc shares liquidation as an off-set to Defendant's support obligations effective March 10, 2000.

Record on Appeal ("RA"), Part VIII, at 171 (Order on Remand, Sept. 19, 2008).

[5] The parties presented evidence pursuant to the Superior Court's order thereafter. Benjamin faxed a document containing calculations as to how much he believed should be credited towards his child support obligations. RA, Part VIII at 179 (Fax from Benjamin at 1-2, Nov. 10, 2008). Benjamin requested credit for: (1) A check sent to Carolyn for $2,391.00 CDN; (2) $66,278.52 CDN for the Cell-Loc shares; (3) $1.8 million USD in the Florida Settlement; (4) $1.1 million CDN in a Canadian Settlement (corollary to the Florida Settlement). *Id.* In addition, Benjamin further reiterated his allegations of malicious prosecution, denial of due process, and his request that the funds be put into a trust for his daughter and not applied towards his spousal support obligations.

[6] Carolyn submitted testimony from her Canadian counsel stating that, when the October 10, 2000 Amended and Final Judgment was issued the liquidated value of the Cell-Loc shares were not credited against spousal or child support obligations. RA, Part VIII at 189 (Partial Transcript ("Tr.") Cont'd Hrg. on Pet. to Vacate Reg. of Foreign Support Order at 10, Sept. 17, 2003). The testimony also stated that the Amended and Final Corollary Relief of October 10, 2000 included the 13,500 shares in marital property and did not mention it as spousal or child support. *Id.* at 42-44. Lastly, the testimony stated that although Benjamin tried to get the

$343,479.00 paid as a result of the ex parte order registered with the Nova Scotia Maintenance Enforcement Program (MEP), the MEP refused.[3] *Id.* at 28-29. Carolyn presented the MEP Record of Payments that showed no child or spousal support payments were made between May 2000 and September 2004. ER, tab 8, Ex. 2 (MEP Record of Payments, Feb. 17, 2009). Lastly, Carolyn contacted the Supreme Court of Nova Scotia for further clarification, but received no response. ER, tab 9 (Dec. & Order on Remand, Aug. 14, 2009).

[7] On remand, the Superior Court credited Benjamin with $66,278.52 towards his child support obligations. In its reasoning, the Superior Court cited to this court's language in *Lamb I*, 2008 Guam 2 ¶ 51:

> Benjamin . . . should be given credit for the liquidation value of the 3001497 Cell-Loc shares. A plain reading of the March 10, 2000 Decision suggests that Justice Scanlan intended the shares to be liquidated and then used as a fund to pay Benjamin's child and spousal support obligations beginning in March of 2000.

Id. at 3.

[8] The Superior Court also held that the $1.8 million USD and the Connor Pacific Debenture valued at $1.1 million CDN, transferred to Carolyn pursuant to the 2005 settlement agreements, be credited against Benjamin's child support obligation. *Id.* at 2-3. Since these amounts far exceeded the child support arrearages found by the Superior Court, the court held that Benjamin did not owe "any child support to [Carolyn] for the period of March 1, 2000 until January 26, 2004."[4] *Id.* at 4.

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[3] When the 13,500 Cell-Loc shares were cashed out, Carolyn received $343,479.00 CDN.

[4] The court used January 26, 2004 for purposes of calculating the amount of arrearages due based on Benjamin's concession. *See* n.1 of the Decision and Order on Remand. ER, tab 9 at 2 (Dec. & Order on Remand, Aug. 14, 2009).

II. JURISDICTION

[9] This court has jurisdiction over appeals from a final judgment. 48 U.S.C.A. §1424-1(a)(2) (Westlaw through Pub. L. 112-9 (2011)); 7 GCA §§ 3107, 3108(a)(2005).

[10] This court also has jurisdiction over appeals from child support orders. *Richardson v. Richardson,* 2010 Guam 14 ¶ 9; *Leon Guerrero v. Moylan,* 2002 Guam 18 ¶ 5. "An order for child support is a final judgment as to any installment or payment of money which has accrued up to the time either party makes a motion to set aside, alter or modify the order." 5 GCA § 34107(b) (2005).

III. STANDARD OF REVIEW

[11] "An award of child support is reviewed for an abuse of discretion, keeping in mind the best interests of the children." *Lanser v. Lanser*, 2003 Guam 14 ¶ 19 (citing *Leon Guerrero*, 2002 Guam 18 at ¶ 16). Moreover, in determining child support arrearage, parties were instructed to present old and new evidence to substantiate their interpretation of a Canadian order. The interpretation of the Canadian order is a question of law which this court reviews *de novo. Lamb I*, 2008 Guam 2 ¶ 11 (citing *Lizama v. Dep't of Pub. Works*, 2005 Guam 12 ¶ 13). Furthermore, in putting forward their interpretations of the foreign order, the parties also attempted to present new evidence. In Guam, mixed questions of fact and law are reviewed *de novo. Cepeda v. Gov't of Guam*, 2005 Guam 11 ¶ 33. Lastly, a trial court's interpretation of a mandate from an appellate court decision involves a question of law and therefore is reviewed *de novo. See Town House Dep't Stores, Inc. v. Ahn*, 2003 Guam 6 ¶¶ 16-17.

IV. ANALYSIS

[12] On appeal, Carolyn asks this court to determine whether the Superior Court erred in crediting Benjamin $343,479.00 CDN. Carolyn also requests this court to determine whether the Superior Court erred in giving Benjamin child support credit for the Florida settlement. Lastly, Carolyn claims that the Superior Court failed to give due weight to the calculations of the Nova Scotia MEP registry. These three issues will be discussed in turn.

A. The Superior Court erred in crediting Benjamin $343,479.00 CDN.

[13] On remand, the Superior Court gave Benjamin $343,479.00 CDN credit for shares Benjamin transferred to Carolyn pursuant to the 2000 Canadian ex parte order. In its reasoning, the Superior Court cited to this court's language in *Lamb I*, 2008 Guam 2 ¶ 51. On appeal, Carolyn presents testimony from her Canadian counsel stating that the shares were always considered marital property and, as such, were subject to a trace order. Appellant's Br. at 18 (June 9, 2010). She also states that Benjamin never requested the court to consider the Cell-Loc shares as spousal or child support. *Id.* Lastly, Carolyn makes the argument that because the Amended and Final Judgment was not modified by the March 10, 2000 ex parte order, this court should take notice of the Amended and Final Judgment and not the March 10, 2000 ex parte order. *Id* at 19-22.

[14] Benjamin, on the other hand, relies on the language of this court's opinion. Appellee's Br. at 22 (Aug. 23, 2010). He reiterates the argument that Justice Scanlan did not include the 13,500 Cell-Loc shares in the marital property because he already transferred those shares for the purpose of providing child support. *Id.* at 24. Benjamin also relies on Van Den Eynden's testimony at trial. He specifically points to the portion of the testimony in which she admits to

requesting Justice Scanlan to release the funds to allow Carolyn to receive spousal and child support. *Id.* at 26.

[15] In his pleadings on appeal, however, Benjamin states that the Cell-Loc shares were disclosed as marital property during the 1999 Discovery Proceeding. Appellee's Br. at 33 n.9. Furthermore, he admitted to this at oral arguments. Digital Recording at 10:38:05-10:39:45 (Oral Argument, Mar. 18, 2009).[5] These admissions confirm that the Cell-Loc shares are marital property as enumerated in the March 2, 2000 Decision and the October 10, 2000 Amended and Final Judgment. As marital property, therefore, Benjamin should only receive 50% credit for transferring the Cell-Loc shares to Carolyn.

1. Benjamin admits that the 13,500 Cell-Loc Shares were included as marital property in the March 2, 2000 Decision and the October 10, 2000 Amended and Final Judgment.

[16] This court in *Lamb I* stated that "none of the written memorializations of the March 1, 2000 oral decision specifically mention[ed] the 13,500 shares of Cell-Loc stock held in the name of Nova Scotia Limited 3001497." *Lamb I*, 2008 Guam 2 at ¶ 49. As a result, this court stated that "[a] reasonable interpretation for the failure to include the 3001497 Cell[-]Loc shares in the

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[5]

Chief Justice Torres:	You admit that these shares are the same shares that are disclosed in your depositions and that the shares . . . the 13,5000 shares were actually shares transferred from the RRSP, 8,000 shares of those and 5,500 shares of the Medco 301495, from the NS 304195, is that correct?
	. . .
Mr. Hoffman:	The issue is those shares the 5,500 shares that [inaudible] this was disclosed in the discovery on January 22, 1999 with the Oakridge Statement and the total holding of Cell-Loc Shares were 94,000 or 93,800 and I'll explain that . . .
Chief Justice Torres:	So you admit then Mr. Hoffman that they are marital assets
Mr. Hoffman:	They are absol . . . they were always declared marital assets. . . .

marital estate is that Justice Scanlan understood that the court had already transferred those shares outright . . ." *Id.*

[17] In his briefs on appeal, Benjamin admits that the 13,500 Cell-Loc shares at issue consists of 8,000 RRSP and 5,500 Medco 3001495. Appellee's Br. at 33 n.9. Moreover, at oral arguments, regarding the Cell-Loc shares, Benjamin also stated that "they were always declared marital assets." Digital Recording at 10:39:42-10:39:45 (Oral Argument, Mar. 18, 2009). In *Lamb I*, this court stated that it was inclined to give Benjamin credit because the account numbers of 3001495 and 3001497 were different. *Lamb I*, 2008 Guam 2 ¶ 49. This court believed that the share certificate numbers could have reflected different shares of stock and that Justice Scanlan did not include the 3001497 Cell- Loc shares in his March 2, 2000 decision. We held,

> A reasonable interpretation for the failure to include the 3001497 Cell[-]Loc shares in the marital estate is that Justice Scanlan understood that the court had already transferred those shares outright for the purpose of providing child and spousal support to Carolyn.

Id. Benjamin's explanation of the 3001497 Cell-Loc shares clarifies the ambiguity that previously prevented this court from resolving the credit that Benjamin should receive for the liquidated value of these 13,500 Cell-Loc shares. Now it is clear that both the March 2, 2000 Decision and the October 10, 2000 Amended and Final Judgment included the 13,500 Cell-Loc shares as marital property in spite of the intervening March 10, 2000 ex parte order.

2. Benjamin should only receive credit for transferring his half of the Cell-Loc shares to Carolyn.

[18] The 13,500 Cell-Loc shares reflected in the October 10, 2000 Amended and Final Judgment were marital property. As a result, Benjamin should not be given credit for the entire

liquidation value of the 3001497 Cell-Loc shares since pursuant to the Canadian Judgment, the marital property is considered equally owned by each spouse. According to the October 10, 2000 Amended and Final Judgment, in addressing the assets in the NS Limited 3001495 account, the court stated:

> Where possible, the Petitioner shall receive her one half interest in each of the Wi-LAN and Cell-Loc shares held by Nova Scotia Limited 3001495 *in specie,* the Petitioner shall be entitled to one half of the value of each of the above noted securities, as of the close of trading on March 1, 2000.

ER, tab 4 at 10 (Am. & Final Corollary Relief Judgment, Oct. 10, 2000). Moreover, in the same Judgment, with regards to RRSP, the court stated:

> The Respondent shall retain 50% of all these investments in trust for the benefit of the Petitioner and the Petitioner's share shall be transferred to her by the Respondent upon her request. In the event that the Respondent has liquidated all or any of these investments, the Respondent shall forthwith pay to the Petitioner one half of the value of the liquidated asset[s] as of March 1, 2000.

Id. at 7. The language of the court concerning both the assets found in NS Limited 3001495 and the RRSP clearly intend for Carolyn to receive half of the assets. Fifty percent (50%) of the 13,500 Cell-Loc shares that were liquidated already belonged to Carolyn and Benjamin can only receive credit for half of the amount transferred. We, therefore, instruct the Superior Court on remand to determine Benjamin's spousal and child support credit according to this calculation.

B. The Superior Court exceeded the scope of our mandate in considering the effect of the Florida settlement and the Connor Pacific Debenture[6] on Benjamin's support obligation until January 26, 2004.

[6] The settlement agreement concerning the Connor Pacific Debenture was not presented to this court on appeal, but in any event, the trial court's application of the Florida settlement and the Connor Pacific Debenture to Benjamin's support obligation was outside the scope of the limited Cell-Loc issue we remanded to the Superior Court.

[19] In *Lamb I*, we remanded this case to the Superior Court to determine how much credit Benjamin should get for the disputed 3004197 Cell-Loc shares. *Lamb I*, 2008 Guam 2 ¶ 51. On remand, the Superior Court ordered parties to "prepare a Stipulated Judgment of Arrears, or if agreement cannot be reached, presentment of a recommended Judgment of Arrears by each party reflecting the total amount of child support arrears owing effective March 10, 2000, through January 26, 2004." RA, Part VIII at 171 (Dec. & Order on Remand, Sept. 19, 2008). The court thereafter accepted evidence from both sides concerning child support arrears and subsequently considered Benjamin's credit request for the following alleged transfers: (1) A check sent to Lamb for $2,391.00 CDN; (2) $66,278.52 for the Cell-Loc shares; (3) $1.8 million USD in the Florida settlement; (4) $1.1 million CDN in a Canadian settlement. RA, Part VIII at 179 (Fax from Benjamin at 1-2, Nov. 10, 2008). The court ultimately gave credit to Benjamin for $343,479.00 of Cell-Loc shares, $1.8 million USD for the Florida settlement and $1.1 million CDN for the Canadian settlement. It then applied these credits to Benjamin's child support arrearage from March 10, 2000 to January 26, 2004.

[20] The Superior Court exceeded the scope of our mandate in considering the effect of the extraneous settlement agreements and checks on Benjamin's support obligation. It was also outside the scope of our mandate for the Superior Court to calculate arrearage through January 26, 2004 because the Child Support Referee ruling we reviewed and remanded to the Superior Court only calculated arrearage through September 30, 2003.

[21] A trial court's interpretation of a mandate from an appellate court decision involves a question of law and therefore is reviewed *de novo*. *See Town House Dep't Stores, Inc. v. Ahn*, 2003 Guam 6 ¶ 17. This court remanded the Cell-Loc shares issue, and that issue alone, to the

Superior Court for determination. *Lamb I*, 2008 Guam 2 ¶ 51. It was beyond the scope of our remand for the trial court to consider evidence concerning other issues. *See Bank of Guam v. Del Priore*, 2007 Guam 7 ¶ 18 ("Where a remand limits the issues for determination, the court on remand is precluded from considering other issues, or new matters, affecting the cause.") (quoting *Nationsbanc Mortg. Corp. v. Hopkins,* 190 S.W.3d 299, 301-02 (Ark. Ct. App. 2004)); *see also Hampton v. Super. Ct.,* 242 P.2d 1, 3 (Cal. 1952) ("The trial court is empowered to act only in accordance with the direction of the reviewing court; action which does not conform to those directions is void."); *In re Marriage of Davis*, 608 N.W.2d 766, 769 (Iowa 2000) ("When . . . an appellate court remands for a special purpose, the district court upon such remand is limited to do the special thing authorized by the appellate court in its opinion and nothing else.").

[22] Similar principles apply in the child support context. *E.g.*, *Behrns v. Behrns,* 6 A.3d 184, 191 (Conn. App. 2010) (stating in a child support case that came up on appeal after a third remand, "[i]n carrying out a mandate of this court, the trial court is limited to the specific direction of the mandate as interpreted in light of the opinion."); *Rooney v. Rooney*, 669 N.W.2d 362, 371 (Minn. App. 2003) (noting that on remand, a district court adjudicating a child support issue must "'execute [a reviewing court's] mandate strictly according to its terms' and lacks power to 'alter, amend, or modify [that] mandate.'"). In the same vein, however, trial courts are cautioned not to construe remand orders "so narrowly as to prohibit [the court] from considering matters relevant to the issues upon which further proceedings are ordered. . . ." *Behrns*, 6 A.3d at 191.

[23] In *Lamb I*, this court stated, "[w]e therefore remand the question of how much credit Benjamin should get for the 3004197 Cell-Loc shares to the lower court for a determination

consistent with this opinion." 2008 Guam 2 ¶ 51. The Superior Court, however, also considered both the Florida settlement and the Connor Pacific Debenture settlement which bore no direct connection to the calculation of credit for the Cell-Loc shares. Thus, the application of these settlements was outside the scope of what we remanded to the Superior Court. We, therefore, reverse the Superior Court's application of the Florida settlement and Connor Pacific Debenture to Benjamin's support obligations.[7]

[24] *Lamb I* also dealt with an appeal from the trial court, after the trial court affirmed the Child Support Referee's ruling. On appeal, this court only reviews issues decided at the trial court level. *See Dumaliang v. Silan*, 2000 Guam 24 ¶ 12 ("As a general rule, this court will not address arguments raised for the first time on appeal.")[8]; *Conyers v. State,* 729 A.2d 910, 918 (Md. 1999) ("Ordinarily, the appellate court will not decide any other issue unless it plainly appears by the record to have been raised in or decided by the trial court . . ."); *Phillips v. Lafayette Parish Sch. Bd.*, 54 So. 3d 739, 741 n.1 (La. Ct. App. 2010) ("[A]n appellate court may not decide issues the trial court did not consider." (internal citations omitted)).

[25] Since the Child Support Referee's Ruling was for child and spousal support until September 30, 2003, and since the trial court "CONFIRMED and RATIFIED the Referee's

[7] The Superior Court also exceeded the scope of our mandate in considering a check sent to Lamb in July 2002 for $2,391.00 CDN. The credit the Superior Court granted for assets in the Guam Court Registry, however, was not outside the scope of our mandate. These assets were surrendered by Benjamin to the Courts of Guam following a Findings and Recommended Order from September 5, 2003 citing 5 GCA § 34126. RA at 35 (Finds. & Recommended Order, Sept. 5, 2003). Since the Superior Court released these assets to Carolyn pursuant to an order and statutory authority different from the mandate we issued in *Lamb I*, we do not find the granting of credit for assets in the Guam Court Registry outside the scope of our mandate.

[8] *Dumaliang* noted that this rule is discretionary and that an appellate court may recognize such exceptions as: "(1) when review is necessary to prevent a miscarriage of justice or to preserve the integrity of the judicial process; (2) when a change in law raises a new issue while an appeal is pending; and (3) when the issue is purely one of law." *Dumaliang v. Silan*, 2000 Guam 24 ¶ 12 n.1 (citing *Guam v. Villacrusis*, Crim. No. 91-00089A, 1992 WL 97217, at *1 (D. Guam App. Div. Apr. 16, 1992)).

Findings and Recommended Order of Contempt and Arrearages," on appeal, we only reviewed child and spousal support until September 2003. RA at 91 (Finds. & Recommended Order at 6, Jan. 26, 2004); RA at 149 (Dec. & Order Review of Finds. & Recommendations from Child Support Referee at 6, July 25, 2005). It was therefore outside the scope of our mandate for the Superior Court to calculate arrearage until January 26, 2004, notwithstanding the fact that Benjamin conceded jurisdiction until that date. ER, tab 9 (Dec. & Order on Remand). Thus, we reverse the Superior Court's calculation of arrearage until January 26, 2004 and instruct the court on remand to calculate arrearage until September 30, 2003.

C. The Superior Court has discretion to weigh the Nova Scotia MEP registry as evidence of support obligation.

[26] Carolyn argues that the Superior Court erred in failing to give due weight to the calculations of the Nova Scotia MEP registry. There is no evidence that the Superior Court did not take into consideration the MEP registry in reaching its decision to award Benjamin child support credit. We, therefore, cannot say that the Superior Court abused its discretion in failing to give due weight to the calculations of the Nova Scotia MEP registry.

VI. CONCLUSION

[27] On the basis of the facts presented on remand, we reverse the Superior Court's decision to give Benjamin full child support credit for the Cell-Loc shares. As marital property, Carolyn was already entitled to half of the shares, and therefore, Benjamin should only receive credit for surrendering his half of the shares. Second, we reverse the Superior Court's granting of child support credit for the Florida and Connor Pacific Debenture settlements. These settlements were outside the scope of what this court remanded to the Superior Court to consider. Lastly, we hold

that the Superior Court did not fail to give due weight to the calculations of the Nova Scotia MEP registry.

[28] Accordingly, the Superior Court's decision is **REVERSED** in part and **REMANDED** in part for further proceedings consistent with this opinion.

Original Signed By: **F. Philip Carbullido**
F. PHILIP CARBULLIDO
Associate Justice

Original Signed By: **Katherine A. Maraman**
KATHERINE A. MARAMAN
Associate Justice

Original Signed By: **Robert J. Torres**
ROBERT J. TORRES
Chief Justice