IN THE SUPREME COURT OF GUAM

ADRIAN L. CRISTOBAL, CONCEPCION F. CRISTOBAL, JORGE E.U. CRISTOBAL, BEATRIZ CRISTOBAL, E.C. LEON GUERRERO, JUAN B. LEON GUERRERO, ALBERTO C. LAMORENA, III, TRUSTEE, and FE C. LAMORENA,
Plaintiffs-Appellants,

v.

JEFFREY SIEGEL, FRANCIS L. GILL, and CORAL PIT, INC.,
Defendants-Appellees.

OPINION

Cite as: 2014 Guam 16

Supreme Court Case No.: CVA13-026
Superior Court Case No.: CV0442-88

Appeal from the Superior Court of Guam
Argued and submitted on February 21, 2014
Hagåtña, Guam

Appearing for Plaintiffs-Appellants:
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BEFORE: ROBERT J. TORRES, Chief Justice; F. PHILIP CARBULLIDO, Associate Justice; KATHERINE A. MARAMAN, Associate Justice.

TORRES, C.J.:

[1] Plaintiffs-Appellants Adrian L. Cristobal, Concepcion F. Cristobal, Jorge E.U. Cristobal, Beatriz Cristobal, E.C. Leon Guerrero, Juan B. Leon Guerrero, Alberto C. Lamorena, III, Trustee, and Fe C. Lamorena (collectively, "Cristobals") appeal from an Amended Final Judgment issued by the trial court *sua sponte*. They argue that the amendment of the Final Judgment seventeen years after it was entered violates Guam Rules of Civil Procedure ("GRCP") Rules 59(e), 60(a), and 60(b). Defendant-Appellee Bottomless Pit, LLC[1] ("Bottomless Pit") argues that the trial court did not err and that the Amended Final Judgment merely reiterated the trial court's jurisdiction over the parties' earlier Settlement Agreement, and corrected a clerical mistake pursuant to GRCP 60(a).

[2] We find that the trial court's *sua sponte* amendment of the Final Judgment seventeen years after its entry, without giving the parties notice or an opportunity to be heard, and without giving any reason for doing so, was in error. Therefore, we vacate the Amended Final Judgment.

I. FACTUAL AND PROCEDURAL BACKGROUND

[3] Most of the facts of this case were before this court in 2012, when it decided *Cristobal v. Siegel*, 2012 Guam 16 ("*Cristobal I*"). In 1986, the Cristobals and Coral Pit entered into a lease agreement and option to purchase regarding a piece of land owned by the Cristobals. A dispute arose between the parties which resulted in the Cristobals filing CV0442-88 on June 1, 1988.[2]

[1] Appellee Bottomless Pit, LLC is the successor in interest to Coral Pit, Inc. Record on Appeal ("RA"), tab 343 at 1(GRCP Rule 70 Mot., Mar. 1, 2010); Appellant's Br. at 13 (Nov. 29, 2013).

[2] Of the plaintiffs who filed CV0442-88, only Estate of Jorge E.U. Cristobal, Alberto C. Lamorena III, Trustee, and Estate of Fe C. Lamorena appealed the trial court's Amended Final Judgment.

Extensive litigation ensued. *See Cristobal I*, 2012 Guam 16 ¶ 2. In 1996, the parties entered into a Settlement Agreement and filed a Stipulation and Order for the Settlement and Compromise of Claims ("Stipulation and Order"). The Stipulation and Order incorporated the Settlement Agreement and attached it by reference; ordered the parties to perform under the Settlement Agreement; dismissed CV0442-88 with prejudice; and retained jurisdiction to enforce the Settlement Agreement. The court subsequently entered a final judgment ("Final Judgment") that reflected the parties' agreement to the Stipulation and Order, dismissed the case with prejudice, and asserted that "[t]his Court shall retain jurisdiction over the Settlement Agreement to enforce the terms and conditions thereof." Record on Appeal ("RA"), tab 172 at 1 (Final Judgment, Mar. 14, 1996).

[4] For the following ten years, the parties' negotiations to perform their obligations under the Settlement Agreement largely failed. The parties continue to dispute these obligations to date. In 2010, Bottomless Pit filed a motion pursuant to GRCP 70, requesting the court to require the Cristobals to convey property to it in accordance with the Settlement Agreement, or enter a judgment divesting the Cristobals' title to the property. The trial court granted the motion, finding that the Stipulation and Order directed the Cristobals to convey land under GRCP 70. On appeal, this court reversed the trial court's decision, holding that the Stipulation and Order was not a "judgment" within the meaning of GRCP 70.

[5] Bottomless Pit subsequently filed a motion for the trial court to issue an Order to Show Cause and to make additional findings that would render GRCP 70 applicable. After a hearing on the matter, the court denied Bottomless Pit's motion for an order to show cause relating to the Cristobals' failure to comply with the Settlement Agreement. The court cited *Cristobal I*, stating "absent the order containing these terms [of the Settlement Agreement] the court is unable to

initiate contempt proceedings." RA, tab 392 at 4 (Dec. & Order, July 30, 2013). Second, the trial court dismissed Bottomless Pit's GRCP 70 motion without prejudice pursuant to *Cristobal I*.

[6] Lastly, the trial court *sua sponte* issued the Amended Final Judgment that is the subject of this appeal. After noting that the matter came to the court upon remand, the Amended Final Judgment states, "Accordingly the court amends its March 14, 1996 final judgment . . . ." RA, tab 393 at 1 (Am. Final Judgment, July 30, 2013). It then copied the entirety of the Settlement Agreement verbatim into the amended judgment. The Amended Final Judgment further omitted the Final Judgment's dismissal of CV0442-88 with prejudice. Cristobal appealed the Amended Final Judgment on August 28, 2013.

II. JURISDICTION

[7] This court has jurisdiction over appeals from the final judgment of the Superior Court pursuant to 48 U.S.C.A. § 1424-1(a)(2) (Westlaw through Pub. L. 113-120 (2014)) and 7 GCA §§ 3107(b) and 3108(a) (2005).

III. STANDARD OF REVIEW

[8] We review denial of GRCP 59(e) motions for abuse of discretion. *Ward v. Reyes*, 1998 Guam 1 ¶ 10; *Guam Bar Ethics Comm. v. Maquera*, 2001 Guam 20 ¶ 8. Likewise, denials of a motion brought pursuant to GRCP 60(b) are reviewed for abuse of discretion. *Mariano v. Surla*, 2010 Guam 2 ¶ 7. This court has not yet reviewed a trial court's *sua sponte* amendment of a judgment under GRCP 59(e) or 60(b), and thus has not articulated a standard of review in those circumstances. However, the Ninth Circuit has applied the same standard of review – abuse of discretion – where the trial court acts *sua sponte* under FRCP 60(b), *see Kingvision Pay-Per-View Ltd. v. Lake Alice Bar*, 168 F.3d 347, 350 (9th Cir. 1999), and we adopt this standard of review in such cases.

[9] Denials of a GRCP 60(a) motion are reviewed for abuse of discretion. *Kerrigan v. Gill*, No. CV95-00072A, 1996 WL 104517, at *2 (D. Guam App. Div. Mar. 6, 1996). We review issues of statutory interpretation *de novo*. *People v. Alisasis*, 2006 Guam 9 ¶ 10.

IV. ANALYSIS

[10] At issue is whether the trial court's *sua sponte* amendment of the Final Judgment amounts to an abuse of discretion. However, before addressing this issue, we must first address whether the 1996 Final Judgment constitutes a "judgment" for the purposes of GRCP 59(e) and 60(a)-(b), that the trial court "amended" by issuing the Amended Final Judgment in 2013.

[11] The trial court "amended" or altered the 1996 Final Judgment when it issued the Amended Final Judgment. *Compare* RA, tab 172 (Final Judgment, Mar. 14, 1996), *with* RA, tab 393 (Am. Final Judgment). The Amended Final Judgment included the entire text of the Settlement Agreement that was attached to the Stipulation and Order, where it was previously only referenced. RA, tab 393 (Am. Final Judgment); *see also Black's Law Dictionary* 89 (8th ed. 2004) (defining "amend" as "*inserting* or substituting words" (emphasis added)). In addition, it entirely omitted the Final Judgment's order of dismissal with prejudice of CV0422-88. RA, tab 393 (Am. Final Judgment).

[12] In addition, the Final Judgment is a judgment for the purposes of GRCP 59(e) and 60(a)-(b). GRCP 54(a) defines "judgment" as "a decree and any order from which an appeal lies." GRCP 54(a). Therefore, a "judgment" refers to a final judgment or an appealable interlocutory order. *Cristobal I*, 2012 Guam 16 ¶ 10. A final judgment is a "final determination of the rights of the parties in an action or proceeding." *Id.* ¶ 11 (quoting 7 GCA § 21101 (2005)). Appealable interlocutory orders are certain orders which may be reviewed at this court's discretion. 7 GCA § 3108(b). At the time the Final Judgment was entered on March 14, 1996, however, the parties

did not need to obtain permission to appeal interlocutory orders under the rules of civil procedure then in effect. *See* Guam Code Civ. Proc. §§ 63, 936, 963 (1970).[3]

[13] In *Cristobal I*, this court discussed whether the Stipulation and Order was a judgment under GRCP 70. It found that because the Stipulation and Order did not direct a land conveyance or other specific acts required by GRCP 70 in a separate entry of judgment, it did not qualify as a final judgment for purposes of GRCP 70. *Cristobal I*, 2012 Guam 16 ¶¶ 10-12. By contrast, GRCP 59(e) and 60 do not limit their purview only to final judgments or require specific acts in a separate entry of judgment. GRCP 59(e), 60(a)-(b). GRCP 59(e) refers to "a judgment," GRCP 60(a) refers to "judgments, orders, or other parts of the record," and GRCP 60(b) refers to "a final judgment, order, or proceeding." GRCP 59(e), 60(a)-(b). Therefore, the Final Judgment need not be a final judgment in order to come under the purview of 59(e) or 60.

[14] Nonetheless, the Final Judgment is a final judgment under our rules. It dismisses CV0442-88 with prejudice, and retains its jurisdiction over the Settlement Agreement. This would definitively dispose of the litigation regarding this issue, acting as a "final determination of the rights of the parties." *Cristobal I*, 2012 Guam 16 ¶ 11 (quoting 7 GCA § 21101). Therefore, even though the Stipulation and Order was not a judgment within the meaning of GRCP 70, the Final Judgment is properly considered a judgment under GRCP 54(a), and for the purposes of GRCP 59(e) and 60(a)-(b).

[3] The Final Judgment was issued before the creation of this court, and appeals from the Superior Court were heard by the District Court of Guam Appellate Division. According to Rule 63 of the Guam Code of Civil Procedure, which was in effect at that time, "[t]he District Court of Guam [Appellate Division] shall have jurisdiction of appeals from the judgments, orders, and decrees of the Island Court in . . . civil causes and proceedings as provided in the Code of Civil Procedure . . . ." Guam Code Civ. Proc. § 63 (1970).

A. Amendment of the Final Judgment Pursuant to GRCP 59(e)

[15] GRCP 59(e) states that "[a]ny motion to alter or amend a judgment shall be filed no later than 10 days after the entry of the judgment." GRCP 59(e). However, this rule refers to "motions" to amend a judgment, and does not indicate whether the trial court may amend a judgment on its own initiative. In this case, the trial court issued the Amended Final Judgment *sua sponte*, and not on a motion of any party to this controversy.

[16] Courts have recognized that FRCP 59(e)'s language is ambiguous with regard to a trial court's authority to act *sua sponte*. In *Burnam v. Amoco Container Co.*, the Eleventh Circuit held that FRCP 59(e), which is identical to GRCP 59(e), allows a trial court to act *sua sponte* in amending a judgment. 738 F.2d 1230, 1232 (11th Cir. 1984). The court recognized that FRCP 60(a) and 59(d), also analogous to Guam's rules, expressly authorize the court to act upon its own initiative, while 59(e) is silent. *Id.* The court went on to state that:

> Arguably, such silence implies that the court lacks such power. We decline to make such an inference. As the authors of one treatise explain, "[t]he authorizations in Rules 60(a) and 59(d) for the court to act on its own motion are only declaratory examples of the general power of the court to act on its own initiative."

Id. (quoting 6A James Wm. Moore et al., *Moore's Federal Practice* ¶ 59.12[4]). *Burnam* held that the court may amend a judgment *sua sponte* under FRCP 59(e) so long as it does so within the prescribed ten-day time period. *Id.*

[17] Other circuits have cited to the Eleventh Circuit without expressly adopting the rule. *See Dr. Jose S. Belaval, Inc. v. Perez-Perdomo*, 465 F.3d 33, 37 n.3 (1st Cir. 2006); *Marshall v. Shalala*, 5 F.3d 453, 454 (10th Cir. 1993). In *Dr. Jose S. Belaval*, the First Circuit found error based on the trial court's failure to give the parties prior notice and an opportunity to be heard,

both required by the "structure of the federal rules and the constitutional guarantee of due process." 465 F.3d at 37.

[18] In addition, several federal trial courts have found that they may amend judgments *sua sponte* pursuant to FRCP 59(e), as long as they act within the applicable time period. *See D.L. v. Unified Sch. Dist. #497*, No. 00-2439-CM, 2002 WL 31296445, at *2 (D. Kan. Oct. 1, 2002); *Bryant v. N.J. Dep't of Transp.*, 998 F. Supp. 438, 442 (D.N.J. 1998); *Garcia v. Allstate Ins.*, No. 1:12–cv–00609–AWI–SKO, 2013 WL 1737014, at *4 (E.D. Cal. Apr. 22, 2013); *Graham v. Hoffer*, No. 1:05-CV-2679, 2008 WL 4570667, at *1 (M.D. Pa. Oct. 10, 2008); *Ram v. N.M. Dep't of Env't*, No. Civ 05-1083 JB/WPL, 2007 WL 5239192, at *1 n.1. (D.N.M. July 6, 2007); *Cont'l Lab. Prods., Inc. v. Medax Int'l, Inc.*, 114 F. Supp. 2d 992, 994 n.1 (S.D. Cal. 2000); *Sargent v. Columbia Forest Prods., Inc.*, No. 2:93-CV-116, 1994 WL 902817, at *2 (D. Vt. Sept. 7, 1994); *Thomas v. Bd. of Exam'rs*, No. 85 C 09647, 1986 WL 5662, at *2 (N.D. Ill. May 2, 1986).

[19] We hold that the trial court may amend a judgment *sua sponte* pursuant to GRCP 59(e), as long as it does so within the ten-day time limit of the rule. In addition, the trial court must give the parties notice and an opportunity to be heard. These requirements were not met here. The trial court amended the Final Judgment seventeen years after its entry, a clear violation of the time limitations of GRCP 59(e). Bottomless Pit does not refute this conclusion, and conceded at oral argument that GRCP 59(e) does not apply. Oral Argument at 24:28-24:36 (Feb. 21, 2014). Moreover, the court did not give the parties notice or an opportunity to be heard. Accordingly, it did not have authority to issue the Amended Final Judgment pursuant to GRCP 59(e).

B. Amendment of the Final Judgment Pursuant to GRCP 60(a)

[20] GRCP 60(a) states that "[c]lerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time *of its own initiative*." GRCP 60(a) (emphasis added). The court may correct such mistakes "after such notice, if any, as the court orders." *Id.*

[21] Clerical errors are generally viewed as mistakes or errors in the transcription or recording of a judgment, rather than broader mistakes in applying law or facts. In a criminal case discussing FRCP 60(a) as an analogue, this court recognized that a clerical error "must not be one of judgment or even of misidentification, but merely of recitation, of the sort that a clerk or amanuensis might commit, mechanical in nature." *Alisasis*, 2006 Guam 9 ¶ 14 (quoting *United States v. Guevremont*, 829 F.2d 423, 426 (3d Cir. 1987)). In *Kerrigan v. Gill*, the District Court of Guam Appellate Division stated:

> [GRCP 60(a)]'s intended purpose is to correct "blunders in execution" as opposed to instances in which the court changes its mind "either because it made a legal or factual mistake in making its original determination, or because on second thought it has decided to exercise its discretion in a manner different from the way it was exercised in the original determination."

1996 WL 104517, at *3 (quoting *Blanton v. Anzalone*, 813 F.2d 1574, 1577 n.2 (9th Cir. 1987)). It found that clerical mistakes under GRCP 60(a) include changes made to reflect the original intention of the court, "where what is written or recorded is not what the court intended to write or record." *Id.* (quoting *Blanton*, 813 F.2d at 1577); *see also Robi v. Five Platters, Inc.*, 918 F.2d 1439, 1445 (9th Cir. 1990) ("A district court judge may properly invoke Rule 60(a) to make a judgment reflect the actual intentions and necessary implications of the court's decision."); *Waggoner v. R. McGray, Inc.*, 743 F.2d 643, 644 (9th Cir. 1984).

[22] In this case, there is no evidence that the trial court in 1996 intended to include the text of the entire Settlement Agreement in the Final Judgment, but failed to do so due to a clerical error. Moreover, the Amended Final Judgment did not dismiss the underlying case with prejudice, which clearly goes beyond correction of a clerical error since the original Final Judgment provided for dismissal with prejudice. Therefore, GRCP 60(a) does not apply and the trial court did not have the authority to amend the Final Judgment under this provision. We now examine whether the Final Judgment could be amended pursuant to GRCP 60(b).

C. Amendment of the Final Judgment Pursuant to GRCP 60(b)

[23] GRCP 60(b) provides that a court may relieve a party, "on motion," from a judgment or order for any of six reasons:

> (1) mistake, inadvertence, surprise, or excusable neglect;
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> (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
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> (3) fraud . . ., misrepresentation, or other misconduct of an adverse party;
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> (4) the judgment is void;
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> (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or
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> (6) any other reason justifying relief from the operation of the judgment.

GRCP 60(b). A motion to amend a judgment under any of GRCP 60(b)'s provisions must be made "within a reasonable time," but a motion made pursuant to subsections (1)-(3) must also be made within one year after judgment is entered. *Id.*

[24] As with GRCP 59(e), it is unclear whether GRCP 60(b) allows a trial court to act on its own initiative absent a motion from one of the parties. Circuits have recognized a split on this issue. The Sixth and Tenth Circuits have read FRCP 60(b)'s requirement of "on motion" to preclude the court's amendment to a judgment *sua sponte*. *Dow v. Baird*, 389 F.2d 882, 884-85

(10th Cir. 1968); *United States v. Pauley*, 321 F.3d 578, 581 (6th Cir. 2003). These courts reason that the words "on motion" refer only to motions from the parties, and that FRCP 60(b) lacks the language found in FRCP 60(a) that expressly authorizes the court to act on its own initiative. *Id.* Thus, according to the courts that adhere to this position, FRCP 60(b) prevents the court from acting *sua sponte*. *Id.*

[25] Courts that follow the opposing approach, which allows the court to *sua sponte* amend a judgment under FRCP 60(b), emphasize that there is no language that *prevents* a court from doing so. In discussing the issue, the Ninth Circuit reasoned that the words "on motion" do not refer only to party motions, but to motions of the court as well. *Kingvision*, 168 F.3d at 351-52. In *Kingvision*, the court stated that: "60(a) also says, unlike 60(b), 'on the motion of any party' as opposed to the unqualified 60(b) language 'on motion.' . . . The traditional definition of *sua sponte* is that the court acts of 'its own will or *motion*[,]' so the words 'on motion' in Rule 60(b) do not plainly exclude *sua sponte* repairs of mistakes and inadvertence." *Id.* (citation omitted).

[26] In *United States v. Jacobs*, the court stated:

> The obvious purpose of the provision [in FRCP 60(b)] for a motion is to permit an informal pleading in the action in which the final judgment had been entered, rather than by a more formal pleading in a new and independent action to which reference is made in a later portion of the rule. The rule need not necessarily be read as depriving the court of the power to act in the interest of justice in an unusual case in which its attention has been directed to the necessity for relief by means other than a motion.

298 F.2d 469, 472 (4th Cir. 1961). Thus, the purpose of FRCP 60(b) – to allow the court to amend judgments – is furthered by the court's ability to act *sua sponte*.

[27] The Second, Seventh, Eighth, Ninth, and Federal Circuits follow the second approach. *See Fort Knox Music, Inc. v. Baptiste*, 257 F.3d 108, 111 (2d Cir. 2001); *Int'l Controls Corp. v. Vesco*, 556 F.2d 665, 668 n.2 (2d Cir. 1977); *Pierson v. Dormire*, 484 F.3d 486, 491-92 (8th Cir.

2007), *overruled on other grounds by Pierson v. Dormire*, 276 Fed. Appx. 541 (8th Cir. 2008); *Golden Blount, Inc. v. Robert H. Peterson Co.*, 438 F.3d 1354, 1359 n.1 (Fed. Cir. 2006); *see also Judson Atkinson Candies, Inc. v. Latini-Hohberger Dhimantec*, 529 F.3d 371, 385 (7th Cir. 2008) ("[A] majority of circuits to have considered the power of a district court to vacate a judgment under Rule 60(b) have concluded that district courts have the discretion to grant such relief *sua sponte*.").

[28] Almost all courts that follow the second approach also require that the trial court afford the parties notice and an opportunity to be heard. *See, e.g.*, *Kingvision*, 168 F.3d at 351-52; *Int'l Controls Corp.*, 556 F.2d at 668 n.2; *Pierson*, 484 F.3d at 491-92. The Fifth Circuit requires the court to give written notice to the parties. *In re Timely Secretarial Serv., Inc.*, 987 F.2d 1167, 1171 (5th Cir. 1993); *Chavez v. Balesh*, 704 F.2d 774, 777 (5th Cir. 1983).

[29] We join the approach of the Second, Seventh, Eighth, Ninth, and Federal Circuits, and hold that the trial court may amend a judgment *sua sponte* pursuant to GRCP 60(b). However, the court must abide by the applicable time limitations (*i.e.*, a reasonable time and within one year if acting under subsections (1)-(3)), and must give the parties notice and an opportunity to be heard.

[30] Here, the trial court acted outside of the scope of GRCP 60(b) because it did not give the parties any notice or opportunity to be heard. In addition, none of the provisions of GRCP 60(b) apply in this case. Subsections (1)-(5) are inapplicable, as there are no allegations of newly discovered evidence, fraud, or that the judgment is void or has been satisfied.[4] Subsections (1)-(3) are additionally barred by the one-year time limitation.

[4] At oral argument, counsel for Siegel did not argue that subsections (1)-(5) were applicable. Oral Argument at 29:45-32:00 (Feb. 21, 2014).

[31] Moreover, the trial court gave no justification for its issuance of the Amended Final Judgment that would indicate a "reason justifying relief from the operation of the judgment." GRCP 60(b)(6). We have held that "[c]ourts use rule 60(b)(6) relief sparingly 'as an equitable remedy to prevent manifest injustice' and grant relief 'only where extraordinary circumstances prevent a party from taking timely action to prevent or correct an erroneous judgment.'" *Merchant v. Nanyo Realty, Inc.*, 1998 Guam 26 ¶ 9 (quoting *United States v. Alpine Land & Reservoir, Co.*, 984 F.2d 1047, 1049 (9th Cir. 1993)). Accordingly, we have been reluctant to approve judgments altered or vacated by the trial court under GRCP 60(b)(6). *See, e.g.*, *Parkland Dev., Inc. v. Anderson*, 2000 Guam 8 ¶ 16 (attorney's negligence not extraordinary circumstances); *Merchant*, 1998 Guam 26 ¶ 9. *But see Brown v. Eastman Kodak Co.*, 2000 Guam 30 ¶¶ 17-18 (extraordinary circumstances where attorney suffered from substance abuse and marital problems). In the absence of any justification for amending the Final Judgment, let alone "extraordinary circumstances," the issuance of the Amended Final Judgment cannot be a valid exercise of the court's power under GRCP 60(b)(6). GRCP 60(b) did not permit the issuance of the Amended Final Judgment.[5]

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[5] For these reasons, we need not discuss whether the court acted within a "reasonable time" in amending the Final Judgment pursuant to the provisions of Rule 60(b).

V. CONCLUSION

[32] The trial court was not justified by any procedural rule in issuing the Amended Final Judgment. Accordingly, we hold that the trial court abused its discretion on July 30, 2013, by amending the Final Judgment. Although trial courts may, in certain circumstances, amend prior judgments *sua sponte* pursuant to GRCP 59(e) and 60(a)-(b), the requirements of these rules were not satisfied here.

[33] For the foregoing reasons, we **REVERSE** and **VACATE** the Amended Final Judgment.

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