



**RESOLUTION NO. 55-FY2017**

**RELATIVE TO APPROVING THE TERMS OF THE PROPOSED SETTLEMENT IN  
THE CLAIM AGAINST THE GUAM WATERWORKS AUTHORITY BY ROSINNI  
BALORAN ALSO REFERENCED  
AS GWA GOVERNMENT CLAIM NO. 2017-010**

**WHEREAS**, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities (“CCU”) has plenary authority over financial, contractual and policy matters relative to the Guam Waterworks Authority (“GWA”); and

**WHEREAS**, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation established and existing under the laws of Guam; and

**WHEREAS**, the Government Claims Act 5 G.C.A. §6206 requires approval of the Board for all other claims in excess of Three Thousand Dollars (\$3,000.00), excluding motor vehicle damage and personal injury claims less than \$15,000; and

**WHEREAS**, on March 30, 2017 manhole number 113 was surcharging. Rosinni Baloran, tenant of 132 S. Mansanita Ct. Liguán Terrace Dededo contacted her landlord Mr. Librado Saludo to assist in resolving the sewer overflow. In turn, Mr. Saludo contacted Todo Mauleg after unsuccessful attempts to clear the obstruction GWA was contacted. GWA personnel arrived at approximately 2:16 p.m. to clear the line. Subsequently, GWA called in Detry Pumping Service to assist in jetting the line from manhole number 11352 upstream. At 75 feet the obstruction, “FOG” (Fats, Oil and Grease) was reached and cleared, Exhibit “A.” The “FOG” obstruction unfortunately resulted in a sewer overflow into the home rented by Rosinni Baloran causing personal property damage, Exhibit “B”; and

**WHEREAS**, on May 23, 2017 Rosinni Baloran (“Claimant”), tenant of 132 S. Mansanita Ct. Liguán Terrace Dededo, Guam filed a claim against GWA in the amount of Thirty Eight

1 Thousand Five Hundred Dollars(\$38,500.00) for personal property damages sustained as a result  
2 of the March 30, 2017 sewer overflow, Exhibit "C"; Portions of her claim such as the luxury  
3 handbags (\$11,900.00) and the Adore cosmetics (\$9,500.00) were denied as Ms. Baloran failed  
4 to provide sufficient proof that these items were damaged as a direct result of the sewer  
5 overflow. Her request for medical assurance (\$25,000.00) was also denied as it was not  
6 substantiated by any proof, Exhibit "D"; and  
7

8 **WHEREAS**, after review of the claim, GWA has determined that GWA should  
9 compensate the Claimant for personal property damages sustained totaling Fourteen Thousand  
10 One Hundred Six Dollars (\$14,106.67) of which \$3,000.00 was issued to Claimant on June 9,  
11 2017 Check Number 073798 for immediate needs, Exhibit "E." The Claimant further  
12 acknowledged that the \$3,000.00 would be made part of and thereby deducted from the final  
13 settlement offer, Exhibit "F";  
14

15 **WHEREAS**, GWA believes the proposed settlement and method of payment to be fair  
16 and reasonable; and  
17

18 **WHEREAS**, the Consolidated Commission on Utilities finds that this proposed  
19 settlement is just and reasonable considering the circumstances.  
20

21 **NOW THEREFORE, BE IT RESOLVED**, the Consolidated Commission on Utilities  
22 does hereby find, authorize and approve the following:  
23


- 24 1. Ms. Rosinni Baloran sustained personal property damages as a result of a sewage  
25 over flow into the home she was renting, 132 S. Mansanita Ct. Liguana Terrace,  
26 Dededo Guam on March 30, 2017.
- 27 2. Ms. Rosinni Baloran has provided proof to GWA of the damages sustained in the  
28 amount of Fourteen Thousand One Hundred Six Dollars and Sixty Seven Cents  
29 (\$14,106.67).
- 30 3. That GWA may pay the Claimant the remaining amount of Eleven Thousand One  
31 Hundred Six Dollars (\$11,106.67) following the execution of a Release and  
32 Settlement Agreement (Exhibit G).

- 1 4. The CCU finds the offer fair and reasonable under the circumstances.  
2 5. The GWA GM is authorized to sign all documents necessary to settle the claim as  
3 approved by the CCU.  
4

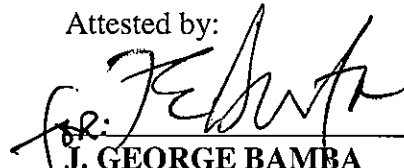
5 **RESOLVED**, that the Chairman certifies and Board Secretary attests to the adoption of  
6 the Resolution.

7  
8 **DULY AND REGULARLY ADOPTED AND APPROVED** this 26<sup>th</sup> day of  
9 September, 2017.

11 Certified by:

12   
13 \_\_\_\_\_  
14 **JOSEPH T. DUENAS**  
15 Chairperson

11 Attested by:

12   
13 \_\_\_\_\_  
14 **J. GEORGE BAMBA**  
15 Secretary

16  
17 I, J. George Bamba, Board Secretary for the Consolidated Commission on Utilities, as  
18 evidenced by my signature above do hereby certify as follows:

19 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular  
20 meeting by the member of the Guam Consolidated Commission on Utilities, duly and  
21 legally held at a place properly noticed and advertised at which meeting a quorum was  
22 present and the members who were presented voted as follows:

23 AYES: 5  
24 NAYS: 0  
25 ABSTENTIONS: 0  
26 ABSENT: 0  
27

28  
29 ///

30  
31 ///

# INCIDENT NOTIFICATION FORM

## Basic Incident Information

Activity	Corrective	Customer:	ROSE	Weather	Dry
Section	Networks	Street Name & #	132 SOUTH MANSANITA CT	Consequences	Wastewater Spill
District	Northern	Village	DEDEDO		
		Detail Location	Liguan Terrace		
Assigned To	857 - Munoz, Randy	Facility type	Networks	Responsible	GWA / Govt.
Assigned To		Structure Detail	Gravity Sewer		
Last time this area was Cleaned and viewed with CCTV				Severity	Minor
Response Start Date/Time	3/30/17 2:16 PM	Notification Date and time	3/30/17 2:06 PM	Frequency	First Occurrence
Response End Date/Time	3/30/17 3:45 PM	Task Carried Out By:	Collection Team	Public Impact?	<input type="checkbox"/>
Est Rainfall Past 24 hrs		Description and estimation of flooding area or runoff			

EQUIPMENT	OBSTRUCTION	OVERFLOW
<input type="checkbox"/> Vactor <input type="checkbox"/> CCTV <input type="checkbox"/> Dump Truck <input type="checkbox"/> Backhoe <input checked="" type="checkbox"/> Vendor Vender Name: <b>DETRY</b> Invoice No.: <b>62624</b>	<input checked="" type="checkbox"/> Fats/Oil/Grease <input type="checkbox"/> Rocks/Gravel <input type="checkbox"/> Wood/Lumber/Rags <input type="checkbox"/> Others Nearest Water Well	<input checked="" type="checkbox"/> To Customer's Property <input type="checkbox"/> To Storm Drain <input type="checkbox"/> To Wet Land <input type="checkbox"/> To River <input type="checkbox"/> To Shoreline <input type="checkbox"/> Others <input type="checkbox"/> From Wet Pit <input type="checkbox"/> From Manhole <input checked="" type="checkbox"/> From Clean Out <input type="checkbox"/> Others

<b>Description of Incident</b>	
Control No: <b>17030589</b>	Root Cause: <b>FOG</b>

RECEIVED A CALL FROM BASE CONTROL OF A OVERFLOW COMPLAINT AT 132 SOUTH MANSANITA CT. IN DEDEDO LIGUAN TERRACE. UPON ARRIVAL FOUND CLEAN-OUT INFRON OF THE HOUSE #132 WAS OVERFLOWING.

<b>Network Details</b>					
Pipe Size (in)	8	Pipe Length (FT)	100	Vol. By-passed	
Total Vol. Spilled (gallons)	330	Vol. Recovered		Manholes	2
Volume Extracted from:	Clean Out	Volume (gal)	60	Equip Hrs - Vactor	
				Equip Hrs - Vendor	1
				Pipe Type	PVC

## Steps / Action Taken To remedy the Situation and to Prevent Future occurrences

INSPECTED THE MH# 113 AND IT WAS SURCHARGING. THE DOWNSTREAM MH# 11352 WAS DRY. UTILIZED DETRY PUMPING SERVICE COMBINATION TRUCK TO JET THE 8" LINE FROM MH @ 11352 UPSTREAM AT 75FT. WHERE WE REACHED THE OBSTRUCTIONS THE WAS BLOCKING THE FLOWS. THEN WE JETTED MORE FOR GOOD MEASURE.

## Additional Comments

CONSUMER WANTS TO CLAIM CERTAIN ITEMS THAT WAS AFFECTED BY THE SEWER BUT SHE SAID MOST OFF THE ITEMS WAS DISPOSED OF AT THE DUMP ALREADY. WE WERE NOT ON SITE TO WITNEES THOS ITEMS. BUT THE OTHER ITEM THAT SHE'S CLAIMING ALSO WAS STILL ON SITE . THOSE ARE : 2EA COUCHES, 40"FLAT SCREEN TV, TEMPERPIDICT BED, WATER DISPENCER,BLANKETS. AND PLENTY MORE LOOSE OTHER ITEM THAT WAS ON THE FLOOR . WE DID NOT SEE THE SEWER BACKING UP IN THE HOUSE DUE TO OTHER VENDOR WAS WORKING ON THAT PROBLEM BEFORE WE WERE CALL. AND THE FLOOR WAS ALREADY CLEANED OUT BY THE VENDOR. (TODO MAULEG PUMPING)

# RESIDENTIAL LEASE AGREEMENT

Date: January 28, 2015

Agreement between Librado P. Saludo, (Owner(s)), and Rosinni Baloran, (Tenant(s)), for a dwelling located at 132 S. Mansanita Ct L/T Dededo Guam 96929 (Location).

Tenant(s) agree(s) to lease this dwelling for a term of \_\_\_\_\_ years, beginning \_\_\_\_\_ (Date) and ending \_\_\_\_\_ (Date) for \_\_\_\_\_ (\$1,280) per month, payable in advance on the \_\_\_\_\_ day of each calendar month to Librado P. Saludo (Owner(s)) or \_\_\_\_\_ (Agent), whose address is P.O. Box 10795 Tamuning, Guam 96931. When rent is paid on or before the \_\_\_\_\_ day of the calendar month, the Owner(s) will give the Tenant(s) a discount or rebate of \_\_\_\_\_ (\$\_\_\_\_\_).

The first month's rent is \_\_\_\_\_ (\$ 1,280 ).

The security/cleaning deposit on this dwelling is \_\_\_\_\_ (\$1,280). It is refundable if the Tenant(s) leave(s) the dwelling reasonably clean and undamaged.

Upon expiration, this Agreement shall become a month-to-month agreement automatically, unless either the Tenant(s) or the Owner(s) notify the other party in writing at least thirty days in advance to expiration that they do not wish this agreement to continue on any basis.

Should the Tenant(s) move before this Agreement expires, they will be responsible for paying rent through the end of the term or until another tenant approved by the Owner(s) has moved in, whichever comes first.

Owner(s) will refund all deposits due within \_\_\_\_\_ days after Tenant(s) has/have moved out completely and returned the keys.

Only 5 people and 2 pets are to live in this dwelling:

(Names and Description of Pets, if any)

Without the Owner(s) prior written permission, no other persons may live there, and no other pets may stay there, even temporarily, nor may the dwelling be sublet or used for business purposes.

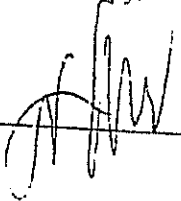
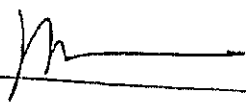
Remarks: owner will make inspection of the house every quarter for checking the cleanlines, wear and tear and any damages.

**TENANTS AGREE TO THE FOLLOWING:**

- 1) To accept the dwelling "as is," having already inspected it.
- 2) To keep yards and garbage areas clean.
- 3) To keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- 4) Not to paint the dwelling without first getting Owner(s) written permission.
- 5) To park motor vehicles in the assigned space and to keep that space clean of oil drippings and grease.
- 6) Not to repair motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than a day.
- 7) To allow Owner(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) Not to keep any liquid-filled furniture in this dwelling.
- 9) To pay rent by check or money order made out to the Owner(s) (returned checks will have applicable late payment fees).
- 10) To pay for repairs of all damage, they or their guests have caused.
- 11) To pay for any windows broken in the dwelling while they live there.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable code sections. The prevailing party (shall or shall not) recovers reasonable legal service fees involved.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner:  Tenant: 

Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

- lease Included
- 1- Michael John Tyguingu - son
  - 2- Crystal Rose Suarez - daughter
  - 3- Kayla Justice Mune
  - 4- Zacharias Jane Villanueva



# Office of the Attorney General of Guam

590 S. Marine Corps Dr., Ste. 706, Tamuning, Guam 96913



## CLAIM AGAINST THE GOVERNMENT

(Please complete the form in its entirety. **DO NOT** leave any portions blank. Write "N/A" or "None" where appropriate.)

- Name of Claimant: Rosinni Baloran
- Mailing Address: 132 S. Mansanita Ct. - Guam Terrace Bldg 96929  
Home/Work Address: CRMC
- Home Telephone: 987-9040 Work Telephone: 645-5500-ext 3595
- Amount of Damages you are claiming: \$38,000 + hazardous health
- Any other relief you are claiming: clothes, beds, couch, kitchen stuff, 2 days work hse 1500 or 1,400
- Government Agency Responsible: GWA
- Date Claim arose: March 30, 2017
- Your statement of facts upon which you base your claim. Attach extra sheet(s) if necessary.  
Occurred on Thursday March 30, 2017 woke up by an awful smell took my two days leave for my daughter and I up flooded of sewer water all over the house
- Attach a copy of all documents pertaining to your claim, such as a police report, accident report or a contract.
- The lowest estimate of repair is \$ \_\_\_\_\_
- I have the following insurance covering this claim: N/A
- I am the real party in interest except for the following parties who have an interest in this claim:  
SELF
- I have received the following compensation/repairs from other parties: N/A
- Name, address, and telephone of attorney representing claimant, if any:  
N/A

All notices will be sent to your mailing address above or if you have an attorney, to your attorney's address. If you want to change the address at which you will receive notices, you must file, in writing, a change of address with the Claims Officer.

I, Rosinni A. Baloran, declare under penalty of perjury that the foregoing is true and correct.

Date 4/10/2017 Claimant's Signature [Signature]



# Office of the Attorney General of Guam

590 S. Marine Corps Dr., Ste. 706, Tamuning, Guam 96913



## FILING A CLAIM AGAINST THE GOVERNMENT

Please be advised that under the Government Claims Act (5 G.C.A., Chapter 6), the government has **SIX (06) MONTHS** in which to investigate and either grant, settle, or deny your claim.

If your claim involves a **traffic accident**, you need to submit:

1. A copy of the police report;
2. A copy of the vehicle registration;
3. Two to three estimates of repair from a licensed auto repair shop
4. Pictures of the damages

If your claim involves **wages**, you need to submit:

- Any documents of proof of wages owed.

If your claim involves a **dormant bank account**, you need to submit:

- Account name, account number, address, social security number, and proof of authorized access to account funds.

Please provide copies of all documents. We are unable to make copies due to budgetary cuts. If you have any questions, please call our office at 475-3324.

*Please read, sign and return the letter on the reverse side of this sheet. Thank you.*





# Office of the Attorney General of Guam

590 S. Marine Corps Dr., Ste. 706, Tamuning, Guam 96913



Dear Claimant:

Pursuant to the Government Claims Act (Public Law 17-29), the government has six (06) months to investigate and either grant, settle or deny your claim. If you are claiming property damage to a motor vehicle involved in an accident, we will make a determination on this part of your claim within thirty (30) days pursuant to Public Law 25-130, provided you furnish us with all the documents necessary to process your claim.

Although most claims require the full six (06) months for review and final decision, smaller claims usually take less time than larger ones; however, they are considered equally. If after six (06) months your claim has not been settled or you have not been notified by our office that your claim was denied, you may institute an action in the Superior Court of Guam for money damages.

Additional questions on the status of this claim should be directed to the undersigned.

*Thank you in advance for your cooperation.*

Sincerely,

GABRIELA P. R. RIPPEL  
Interim Assistant Claims Officer

I have read and fully understand the above.

Print Name: Rosinni A. Baloran

Signature:

Date: 4/10/2017

FAMILY HOUSEHOLD

ROSINI BALORAN

MICHAEL JOHN TYQUEINGCO

CRYSTAL ROSE SUARES

MUNA

XYDRAINE

HOUSEHOLD STUFF DAMAGE CONTAMINATED

CALIFORNIA KING SIZE BED- \$4000 *7 years ago*

BAGS CHANNEL - \$5900 *gift*

LOUIE \$ 6000 *gift*

COSMETICS ADORE \$9,500 *2014-2017*

CURTAINS \$ 1000 *2016-*

2 ROOMS BED -- \$600.00 *2017*

BEDDINGS \$ 1500 *→ 2016*

UTENSILS - \$ 500.00 *→ 2016 2017*

REFRIGERATOR - \$ 500.00 *2016*

COUCHES \$2,000 ~~2014~~ *2015 = 2014-2017*

CLOTHING \$ 4,000 *2015-2016-2017*

SHOES \$2,000 *2017-2016*

*2TV* TV 42 INC SMART WAS ON THE FLOOR CONTAMINATED \$550.00 *2017*

TABLES CHAIR \$1500 *350.00 2016 350*

CARPETS \$ 500.00 *2016 2017*

AND ALL OTHER HOUSEHOLD STUFF FRAMES /DECORATIONS HAIR DRYER /STRAIGHTENING IRON /COSMETICS *2014-2017*

*Miscellaneous - 2016-2017 \$ - 950.00*

March 30, 2017

It all begin on the day of Thursday morning when I was awaken by the awful smell and as soon as I step on my carpet on my bedroom was soaking wet as I open my door terrible smell all over the house and the floors are flooded with the sewer . my second bathroom was flooded with water coming out from the bathroom shower woke up my daughter and my son and his girlfriend and her 3 year old son due to there bed are soaking wet at the bottom there bed just on the floor .

Ask the neighbor help for a water sweeper and me and my son try to contain the water from coming to my room much due to I tried to save my tempurpedic bed , unfortunately and sad we can't water just pouring continuously from the shower are unstoppable. went to call my landlord this happens around 7:30 in the morning so what I did and my sons trying to let the water out for almost 3 hours . then around 8.10 called back y land lord to let him know as soon as I speak to him and told him that the house was flooded with sewer he call the todo mauleg and the after an hour they came to check and try to contain the sewer it took them a while to do it only after they went to the neighbor to fix something on there own end that the water . after they done that water sewer was contain on the house but the outside th house sewer waster still keep coming and when they cant do anything they told me that they will call the GWA. Came to the house they have to drain the main sewer .

All I'm asking for your good office to compensate me all the stuff , household appliances , my frontier truck was behind were the water sewer was overflowing got contaminated from the exposure furnitures/couches refrigerator, beds /California King Size tempurpedic bed /pillows beddings /curtains/carpets /clothes school uniforms /shoes bags /Louie bags tv was on my floor during the flooded to be hookm up to my sala /kitchen utensils, water dispenser all contaminated from the bacteria and most of all the stressed, hardship, contamination of the bacteria that it can cause to my whole family, loss of appetite , stomach ache of my daughter have to bring her to her doctor for stomach upset for the whole week , loss of my appetite ,and still have to cope up and still stay in the house with all those contamination of bacteria while waiting to move to another place .ALL OF THIS THAT CAUSE ME AND MY WHLOE FAMILY ARE VERY STRESSFUL AND HARD TO TAKE AND MOST OF ALL I AM VERY MUCH WORRIED ABOUT THE CONTAMINATION AND EXPOSURE FOR THIS MIGHT CAUSE ME AND MY FAMILY .

Attached are some receipts and pictures taken and receipt from Todo Mauleg stating the house are flooded with sewer .

GWA -Work Order # 17030589 -March 30<sup>th</sup> 2 pm.

SINCERELY,



ROSINNI BALORAN

132 S. Mansanita Ct. Liguana Terrace

Dededo , Guam 96929

FL 987-9040  
WORK - 645-5500 - ext 3595

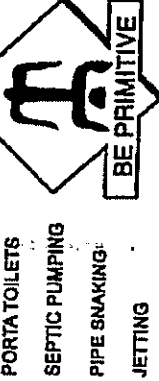
**TERMS & CONDITIONS**

PAYMENT, IF BILLED, IS DUE ON OR BEFORE THE 20TH OF EACH MONTH. DELINQUENT ACCOUNTS WILL BE CHARGED 2% PER MONTH ON THE OVERDUE BALANCE. IN THE EVENT THIS ACCOUNT IS REFERRED TO AN ATTORNEY OR COLLECTION AGENCY, CUSTOMERS AGREE TO PAY ATTORNEY'S FEES, COLLECTION FEES AND COURT FEES.

**RECOMMENDATIONS**

*Approved letter of 4 in clean out in front of the house*

**Todo MAULEG**



NO DIG PIPE REPAIRS  
LEACH FIELD REJUVENATION  
PLUMBING

P.O. Box 127 Hagåtña, Guam 96932  
Tel: 477-7887/3389 • Fax: 477-3387

NAME: *Librado Sambo*  
ADDRESS: *132 Manzanita St, Tudy*

CITY: *Datu-Dalo*

OCCUPANT'S NAME: *Jose Maldora*

PHONE RES. *633-5043*  
BUS. *6737-5043*

Job. No. **62088**

JOB PHONE

DATE *02/30/17*

JOB LOCATION

**DESCRIPTION OF WORK**

*The leaking of 11 year clean out in front of the house.*

*\*Could not clean due to bad obstruction*

*Paid in Cash*

REMOVE SCRAP  LEAVE SCRAP  SIGNATURE:

I hereby authorize the work described above and agree to the terms and conditions as stated, being now forewarned that aged and deteriorated plumbing fixtures, piping and appurtenances may no longer be serviceable. I agree to hold Todo Mauleg blameless for any damage or destruction to same as a result of conventional repair efforts.

X SIGNATURE: *[Signature]*

**PLEASE PAY FROM THIS INVOICE NO STATEMENT RENDERED**

DATE	SERVICEMAN	HOURS	RATE	AMOUNT	MATERIAL
<i>2/17/17</i>	<i>T. L. L. L.</i>				
	<i>Plumb.</i>				
					SERVICE CALL CHARGE INCLUDES TRAVEL TIME
					FLAT RATE MATERIAL & LABOR
					SUBTOTAL <i>\$177.00</i>
					TOTAL JOB
					LESS DEPOSIT
					AMOUNT DUE <i>\$177.00</i>

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work.)

**WARRANTY:** ANY RESIDENTIAL DRAIN WE CLEAN MUST RUN FREE FOR 30 DAYS OR WE WILL CLEAN IT AGAIN FREE OR REFUND YOUR MONEY. WARRANTY DOES NOT APPLY TO COMMERCIAL, BROKEN, OR DEFECTIVE DRAINAGE SYSTEMS.

3/30/17

Disposal of trash,  
for damages clothes, couch  
and other household stuff.  
\$300.00

Jeremy Cruz

653 8183

*Jeremy Cruz*

SHEET HOME

2101 Rt16 Harmon, Guam  
649 - 7111(2)

ITEM	QTY	PRICE	EXT
1 MDP SPONGE EXTENDA	1	9.95	9.95
			[ 1 ]

. Balance Due 9.95  
. CASH 50.00  
. CHANGE 40.05

POS2 2017-03-30 SYLVIA 15:44:17 #54

Thank You for Shopping!  
ALL SALES FINAL!!!

Retail P.O.S. System POSBucks,

# CHANEL

CHANEL  
150 W. Wacker Drive  
Chicago, IL 60601  
Tel: (312) 552-1234  
Fax: (312) 552-1234  
www.chanel.com

CASS Claim #: 214793

Subtotal	\$415.00
TAX 0%	\$0.00
<b>total</b>	<b>\$415.00</b>
Cash	\$500.00
Change	
Cash	(\$85.00)

Returns and exchanges are accepted within 14 days of purchase in original unworn condition with original sales receipt. Returns and exchanges outside the country of purchase are subject to local laws, rules and regulations. Merchandise that has been altered and sale or markdown items are not returnable. Refunds will be issued in the original form of tender, except watch and travel-related purchases which will be refunded via mailed check. Watch and fine jewelry merchandise valued at \$50,000 or more may be returned for exchange only, regardless of the original form of tender. Items purchased altered or repaired must be claimed within 180 days or they may be disposed of at the company's discretion.

Chanel products are sold for personal and noncommercial use.

For general inquiries, visit us on [chanel.com](http://chanel.com) or call Chanel Customer Care at 900.550.0005

**A14** - 382098

# OFFICIAL RECEIPT



GOVERNMENT OF GUAM  
GUAM SOLID WASTE AUTHORITY  
542 NORTH MARINE CORPS DRIVE  
UPPER TUMON, GUAM 96913

DATE: 3-30-17

PAYEE: \_\_\_\_\_

ADDRESS: 5094 FSO

1142

## PAID

NOT VALID UNLESS PRINTED BY OUR REGISTER/STAMP

### PAYMENT INFORMATION

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>Cash says</u>	<u>PLA</u>	<u>151</u>

ISSUING OFFICE: HTS

AGENT: [Signature]

PLEASE PAY GUAM SOLID WASTE  
AUTHORITY TOTAL DUE

151.00

CASH

CHECK:# \_\_\_\_\_

OTHER: \_\_\_\_\_

FCN-2-2-35





More saving.  
More doing.<sup>SM</sup>

295 CHALAN PASAHERU  
TAMUNING, GU 96913 (671)6480440

1710 00009 01082 04/01/17 01:33 PM  
CASHIER TANVA

071736011608 BUCKET <A>	3.88
LIBMAN HOUSEHOLD BUCKET	
073319762020 20PK TWLS <A>	8.97
HDX TERRY TOWELS 20PK	
NLP Savings \$1.00	
021200598463 SB NS SPONGE <A>	3.47
SB NON SCRATCH SCRUB SPONGE 3PK	
019200941211 LYMC LV 15 <A>	
LYSOL MAX COVER LAVENDER 15OZ.	
<del>205.97</del>	11.94
036241206635 LYSOL TOILET <A>	3.09
LYSOL TOILET BOWL LIQ 32OZ	
017000090269 DIALFOMRFL <A>	4.69
DIAL FOAM HAND SOAP SPRG WTR RFL 32	
071736039602 MOP <A>	16.97
LIBMAN BIG GATOR MOP	
073257014090 HDX 15OCT <A>	15.68
HDX 13G DRAWSTRING KITCHEN 15OCT	
610352038295 HDX WIPES <A>	
HDX DISINFECTING WIPES 75CT 2PK	
<del>206.26</del>	12.52
732109900188 FRSH LINGAL <A>	9.98
ODOBAN FRESH LINEN CLEANER 1 GAL	
732109917957 OBLAVENDER <A>	10.48
ODOBAN LAVENDER CLEANER 1GAL	
073257012126 HDX 39 BLACK <A>	8.97
HDX 39G DRAWSTRING BLACK 35CT	
044600307909 CLOROX GERM <A>	4.50
CLOROX GERMICIDAL BLEACH 121OZ	
094514412510 LAUNDRY DET <A>	7.97
XTRA LIQ LAUNDRY CALYPSO FRESH	

SUBTOTAL	\$123.11
SALES TAX	0.00
TOTAL	\$123.11
CASH	125.00
CHANGE DUE	1.89

NEW LOWER PRICE (NLP) SAVINGS \$1.00



1710 09 01082 04/01/2017 0530

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	06/30/2017

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

GUARANTEED LOW PRICES  
LOOK FOR HUNDREDS OF  
LOWER PRICES STOREWIDE

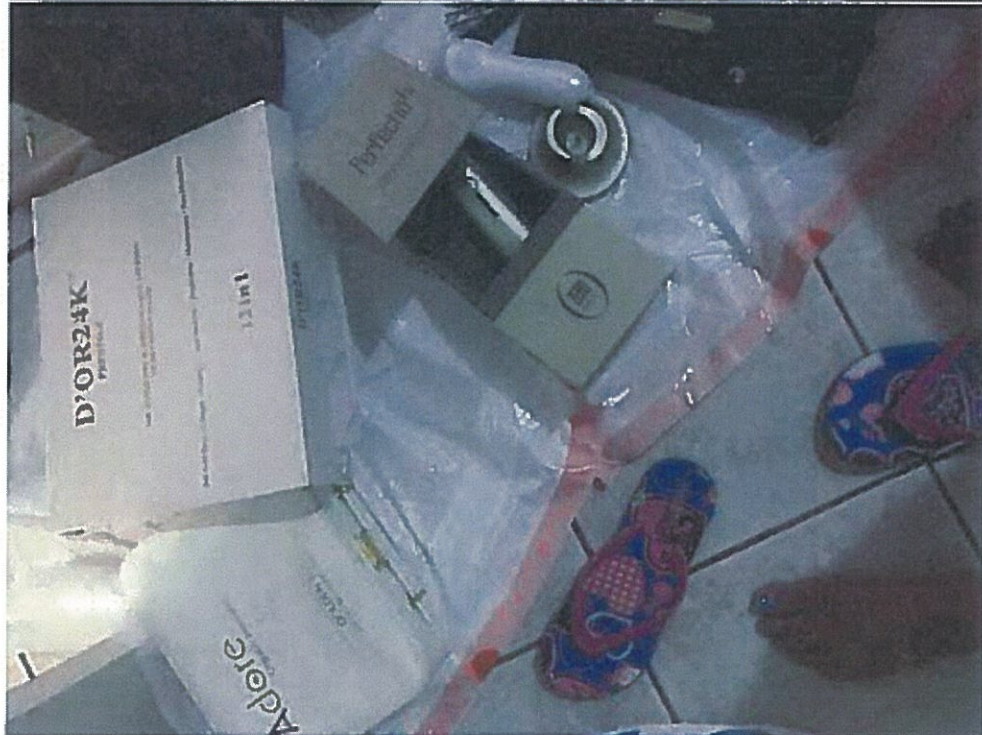
\*\*\*\*\*  
ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT CARD!

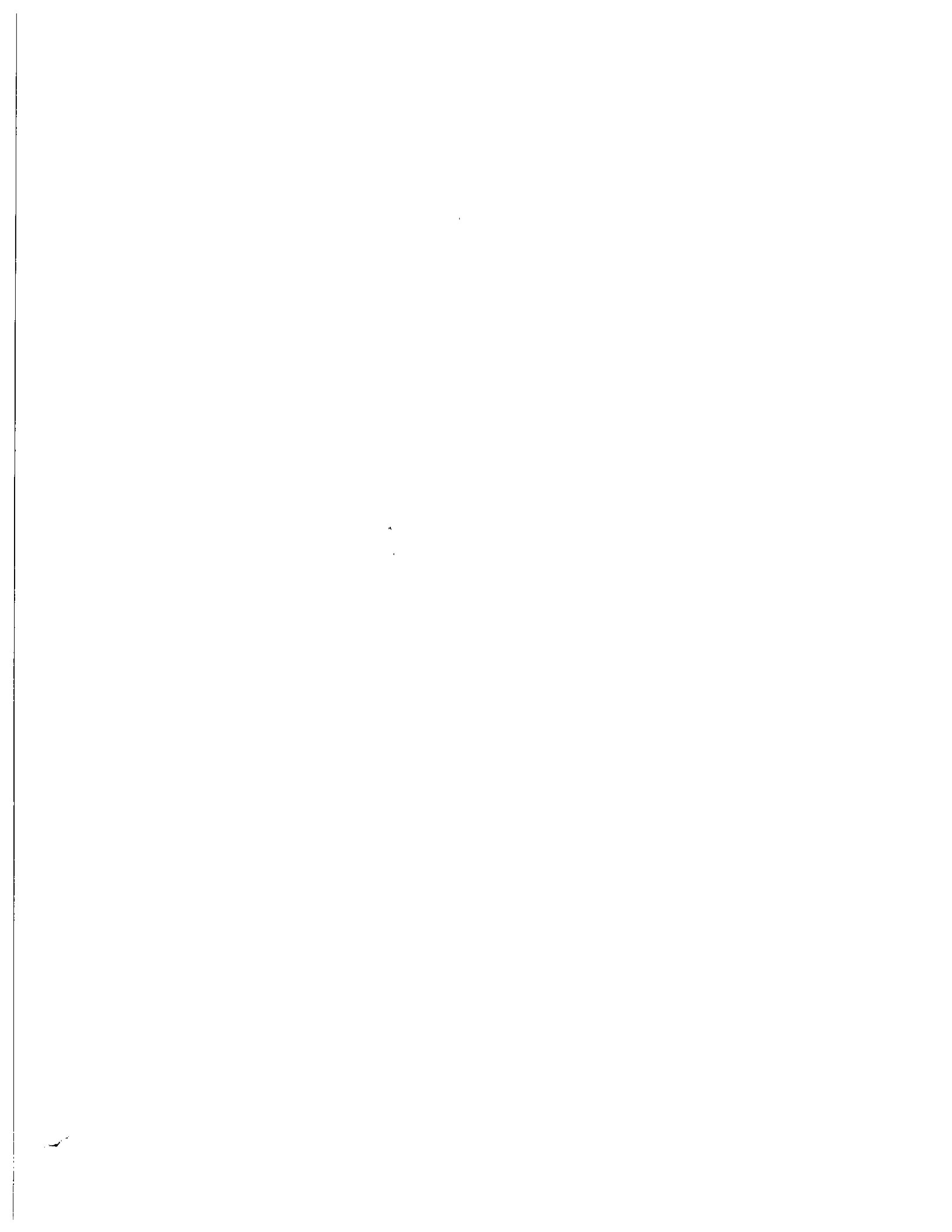
Tell us about your store visit!  
Complete our short survey and  
enter for a chance to win at:

www.homedepot.com/survey



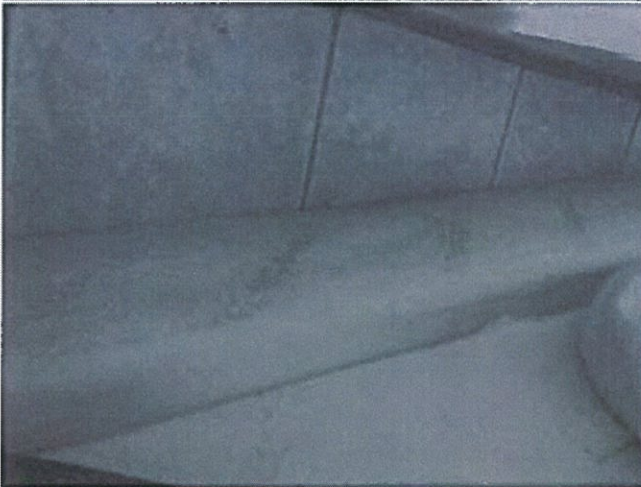
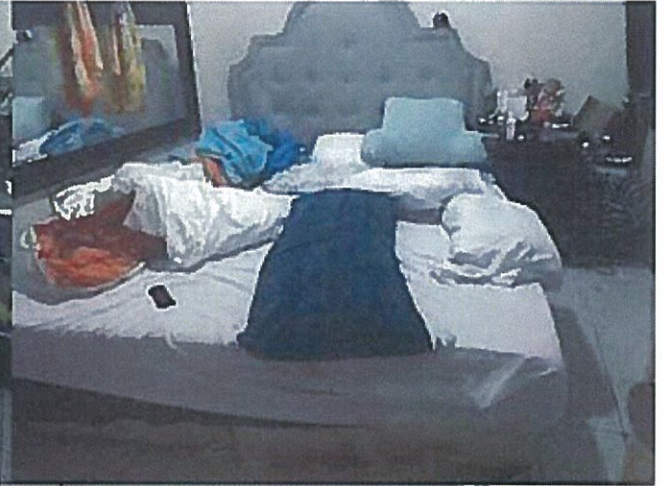


















More saving.  
More doing.<sup>SM</sup>

295 CHALAN PASAHERU  
TAMUNING, GU 96913 (671)6480440

1710 00008 62284 03/30/17 08:15 PM  
CASHIER KATRINA

732109470049 ODOBAN <A> 9.98  
ODOBAN EUCALYPTUS GAL  
731919128133 SOFT SCRUB <A> 3.47  
SOFT SCRUB PREMIUM DEFENSE - LARGE

SUBTOTAL 13.45  
SALES TAX 0.00  
TOTAL \$13.45  
CASH 15.00  
CHANGE DUE 1 55



1710 08 62284 03/30/2017 8856

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 06/28/2017

THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

GUARANTEED LOW PRICES  
LOOK FOR HUNDREDS OF  
LOWER PRICES STOREWIDE

\*\*\*\*\*

ENTER FOR A CHANCE  
TO WIN A \$5,000  
HOME DEPOT GIFT CARD!

Tell us about your store visit!  
Complete our short survey and  
enter for a chance to win at:

[www.homedepot.com/survey](http://www.homedepot.com/survey)

PARTICIPE EN UNA  
OPORTUNIDAD DE GANAR  
UNA TARJETA DE  
REGALO DE THD  
DE \$5,000!

Comparta Su Opinión! Complete la breve  
encuesta sobre su visita a la tienda y  
tenga la oportunidad de ganar en:

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID:  
H86 126567 124865

Password:  
17180 124857

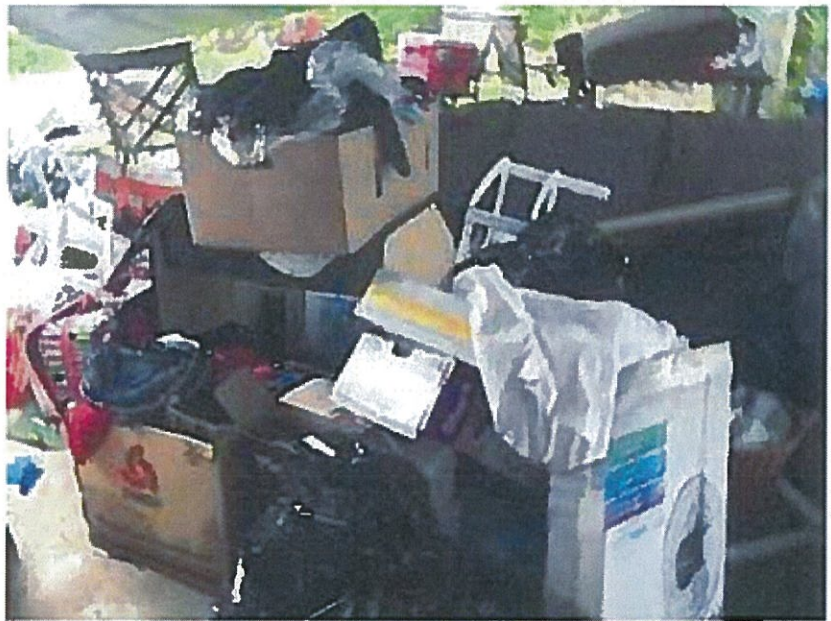
Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

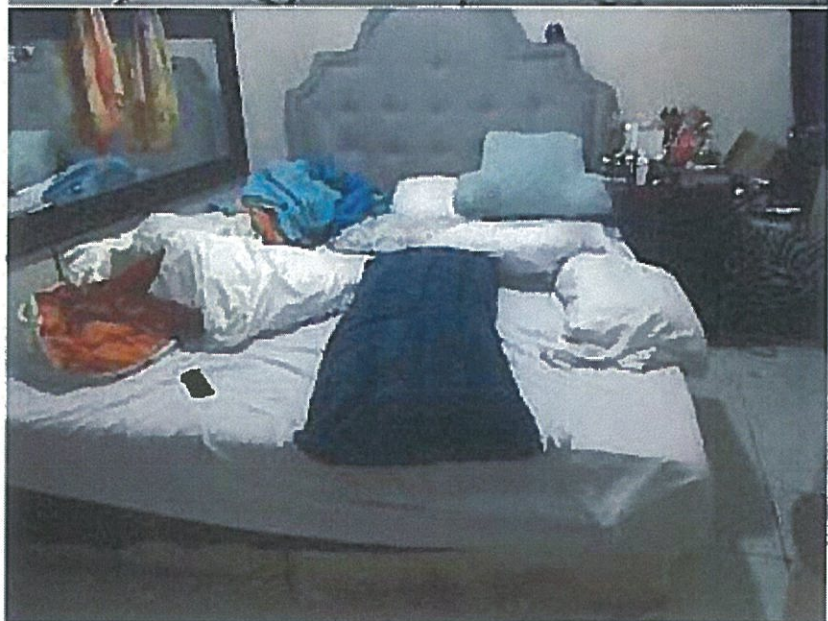
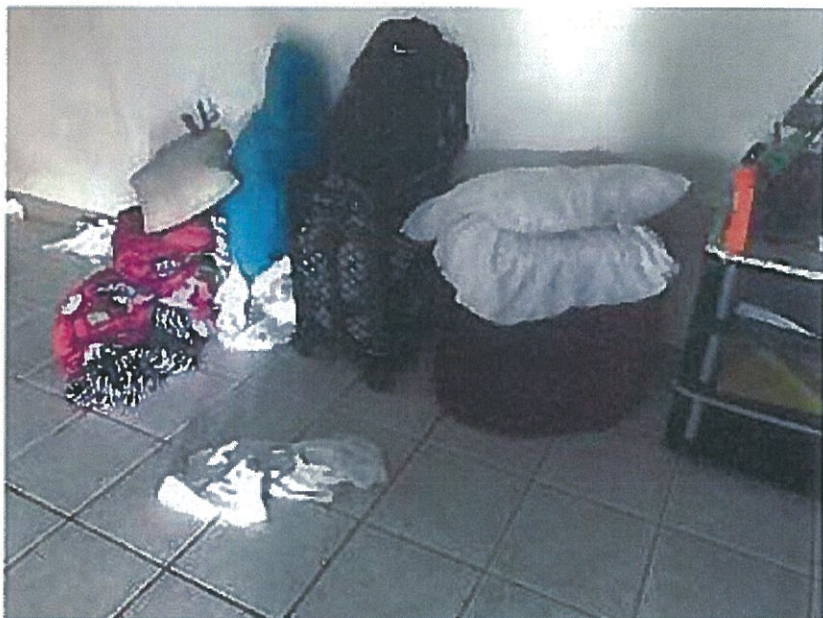




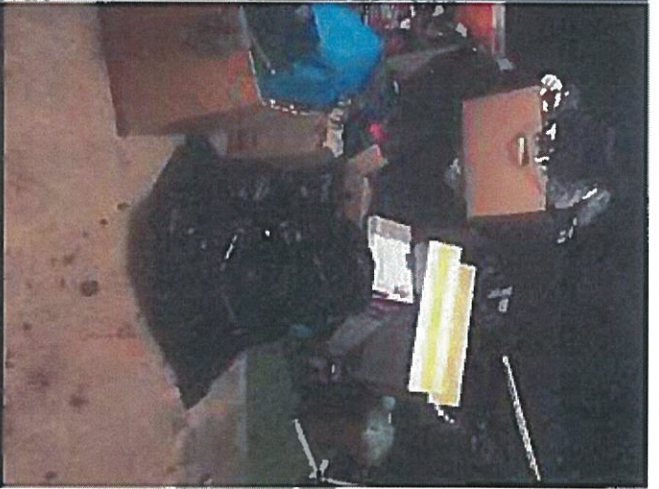


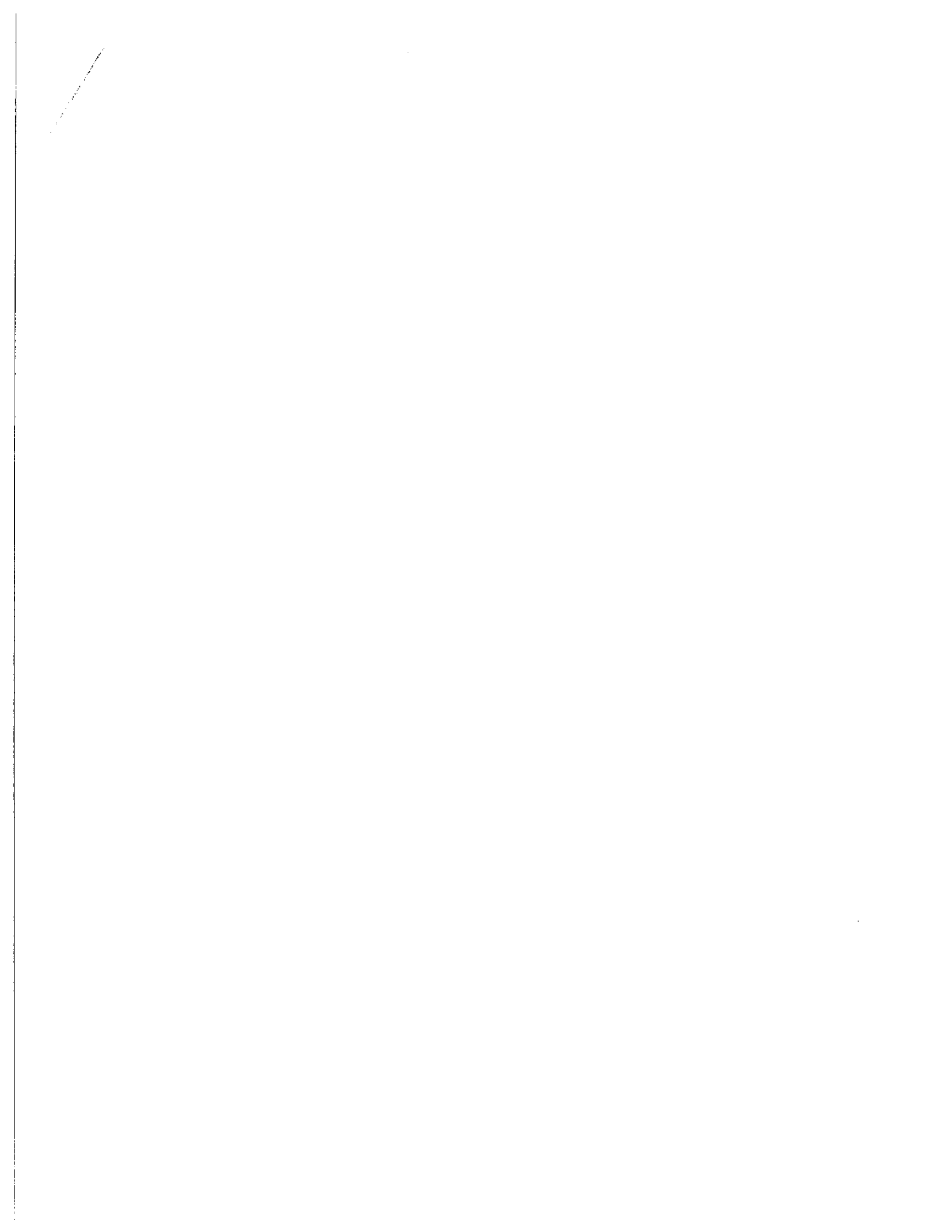










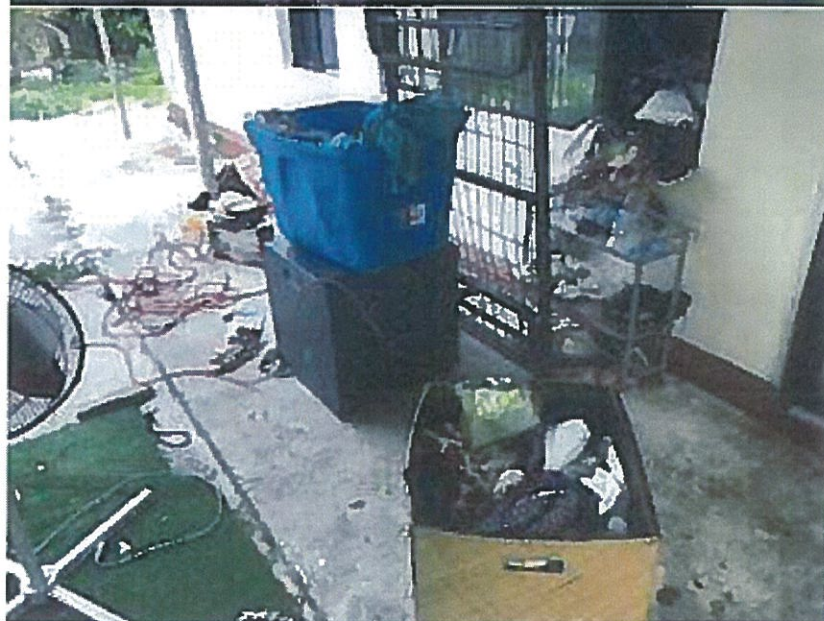


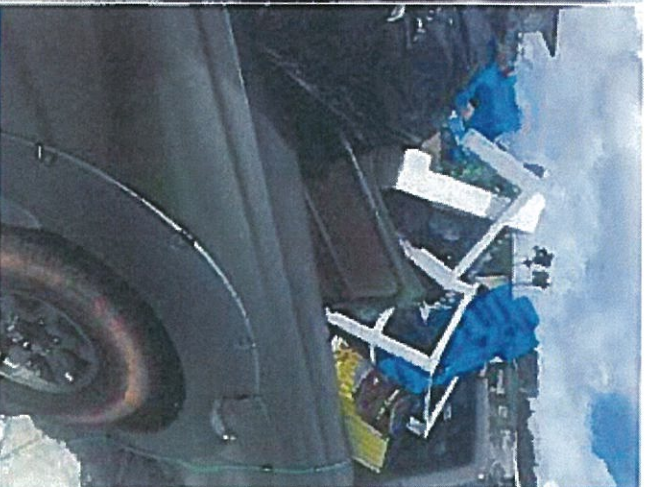




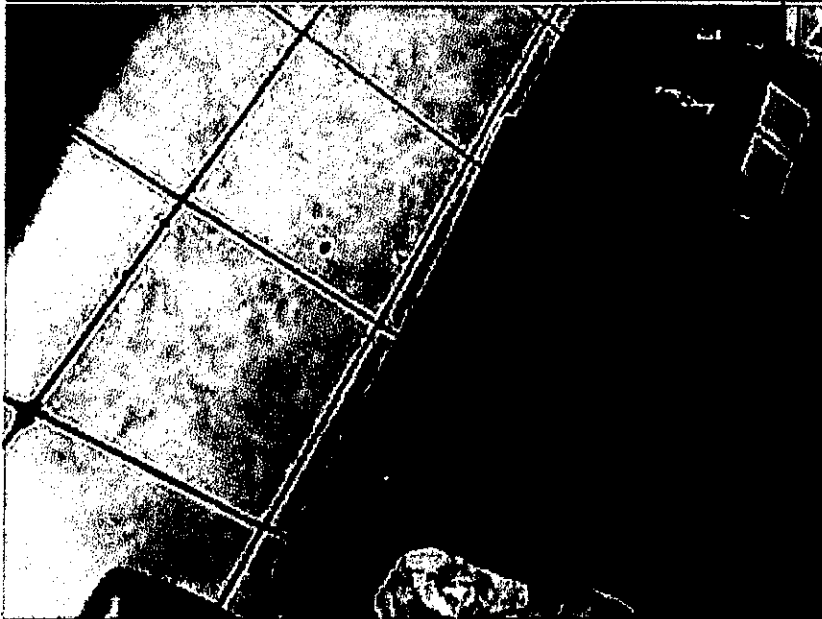
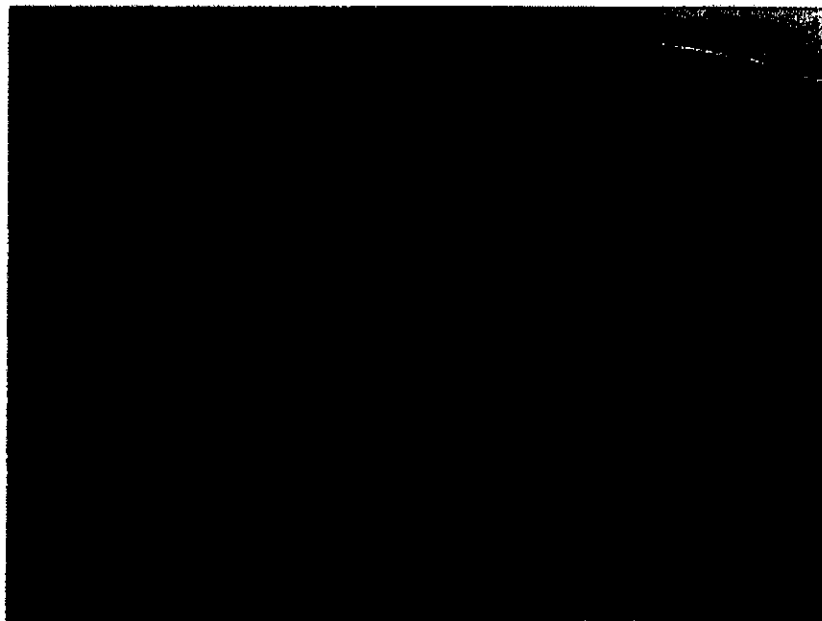


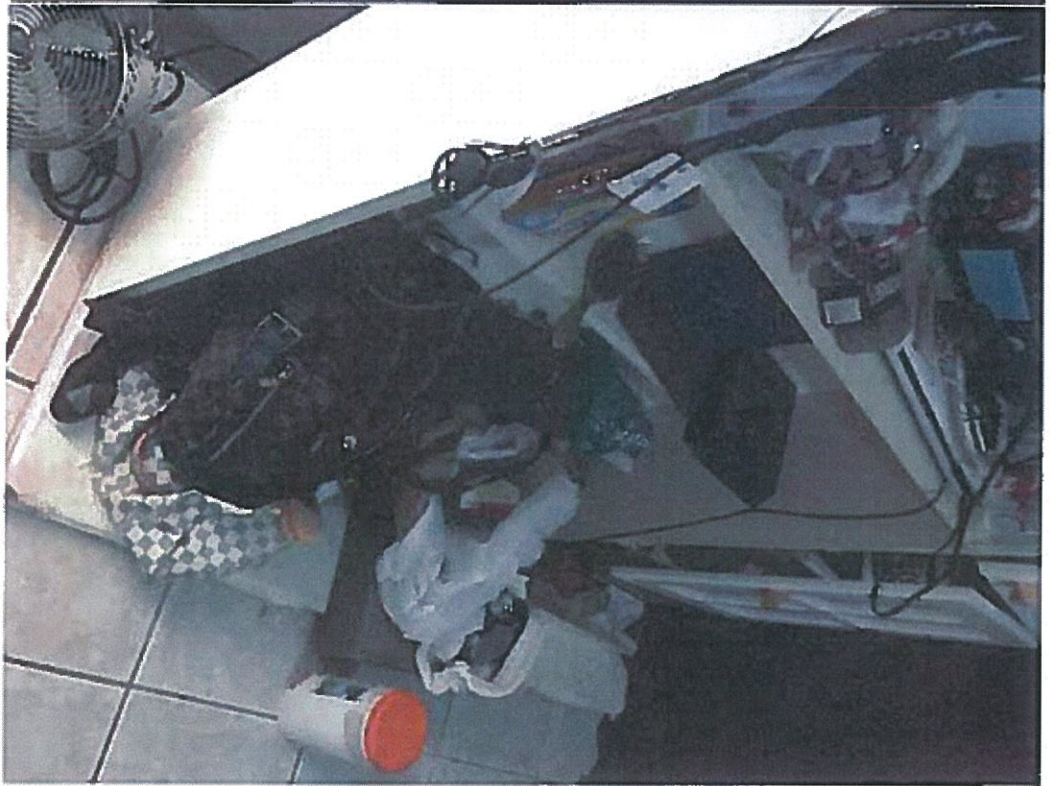


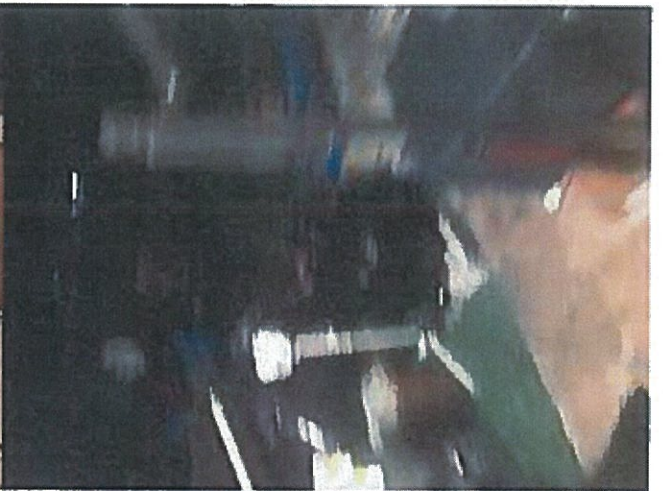










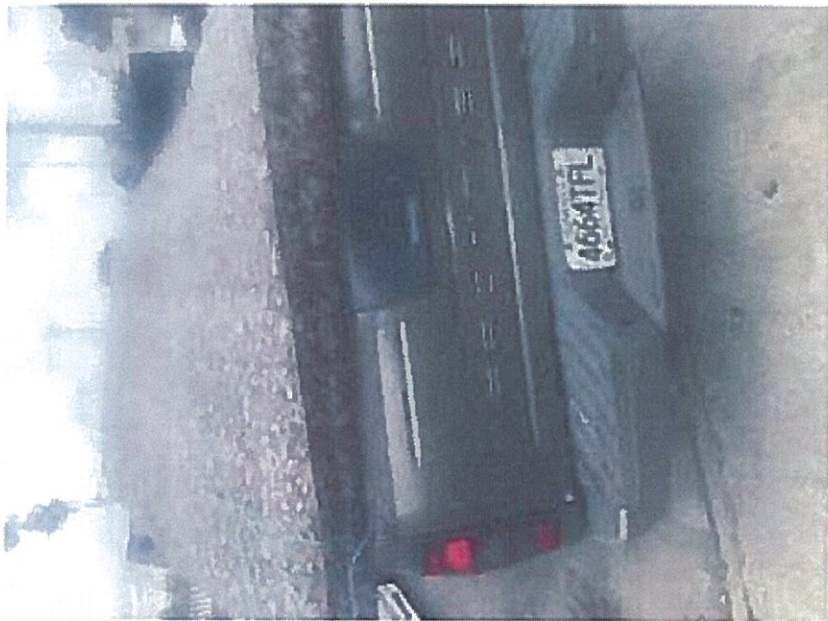












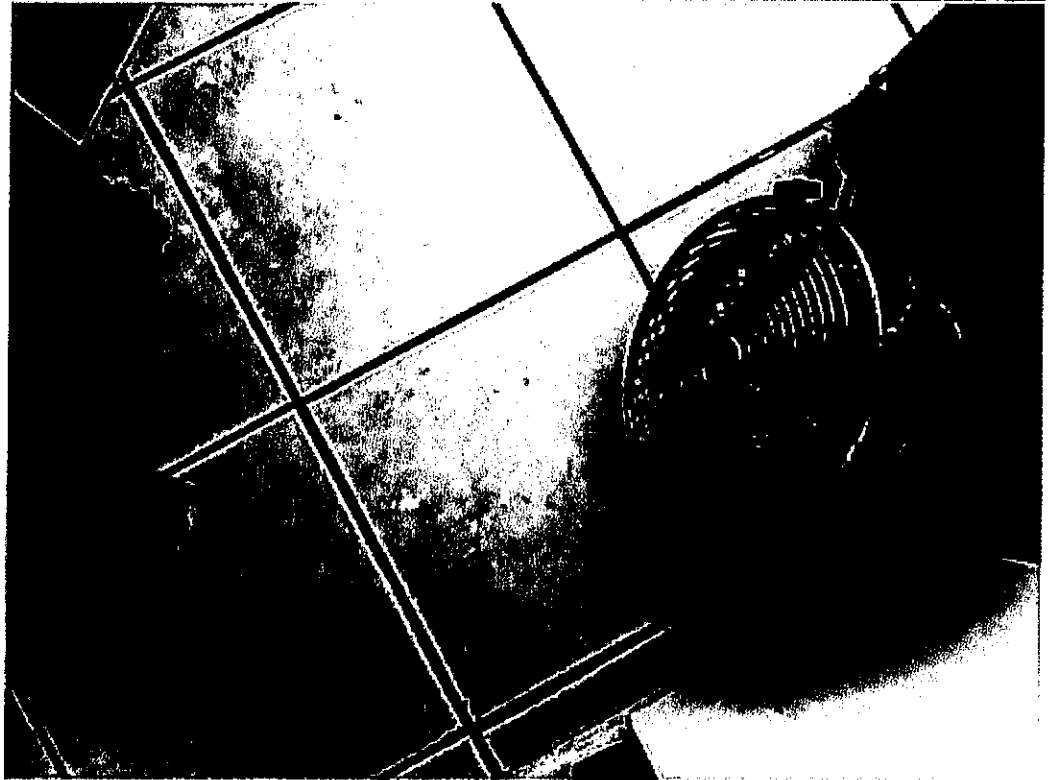
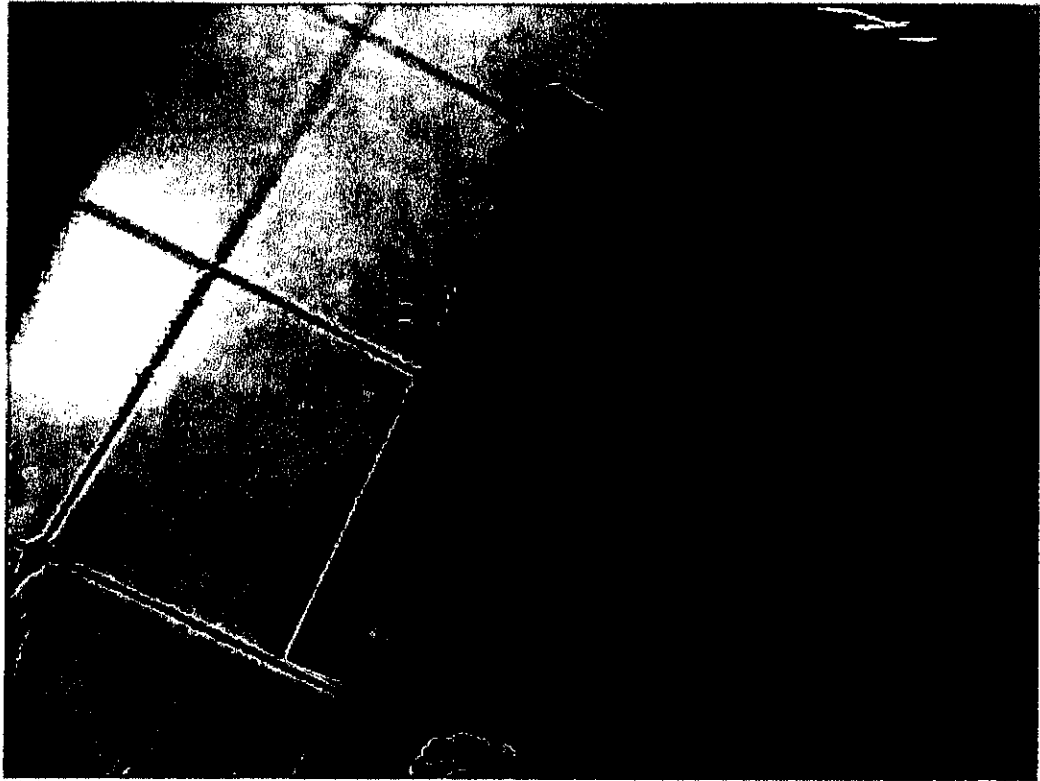




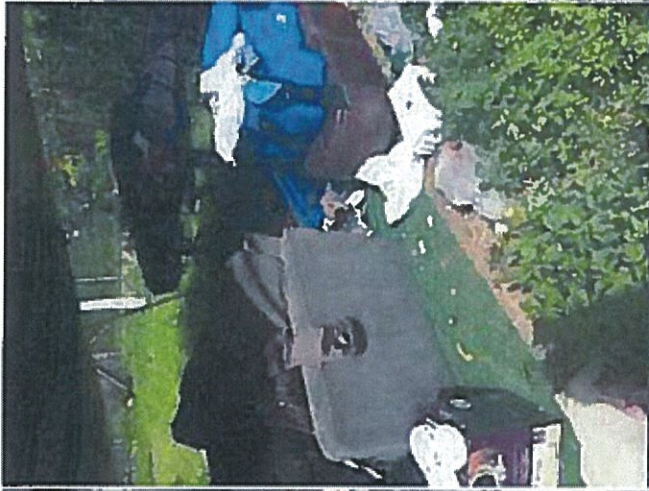
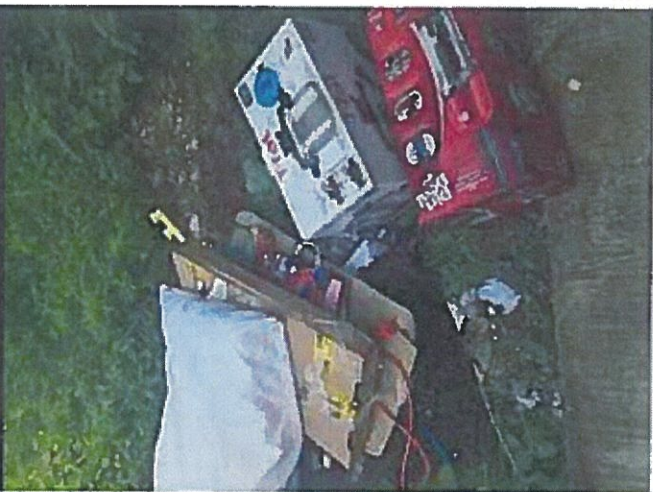




















**GUAM WATERWORKS AUTHORITY**

Gloria B. Nelson Public Service Building • 688 Route 15 • Mangilao, Guam 96913

July 13, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT**

Ms. Rosinni Baloran  
137 Ilang Ilang Court  
Liguan Terrace  
Dededo, Guam 96929


RE: GWA GC File No. 2017-010

Dear Ms. Baloran:

The Guam Waterworks Authority is in receipt of your letter dated June 9, 2017. Your additional claim for \$25,000.00 in damages for "medical assurance" is not substantiated by any proof. GWA will not address this portion of your claim while assessing the overall claim you filed for purposes of settlement.

GWA will work as quickly as possible to complete its investigation and address the remainder of your claim accordingly. Please note that failure to submit any documentation requested by GWA may delay the review and processing of your Government Claim.

Sincerely,

  
**MIGUEL C. BORDALLO, P.E.**  
General Manager

koc/nbq



**GUAM WATERWORKS AUTHORITY**

Gloria B. Nelson Public Service Building • 688 Route 15• Mangilao, Guam 96913

August 31, 2017

**VIA CERTIFIED MAIL – RETURN RECEIPT**

Ms. Rosinni Baloran  
137 Ilang Ilang Court  
Liguan Terrace  
Dededo, Guam 96929

Dear Ms. Baloran:

The Guam Waterworks Authority has completed the review of your Government Claim relative to personal property damage you sustained as a result of the March 30, 2017 sewer overflow incident. Based on the documentation you provided, GWA is prepared to offer a settlement of \$14,106.67 less the \$3,000.00 (pre-settlement check issued on June 9, 2017) for a final settlement payment of **\$11,106.67**.

On July 3, 2017 GWA issued a letter requesting for proof of authenticity of the luxury handbags you claimed were damaged. GWA never received the requested information or any proof that the luxury handbags were damaged as a direct result of the sewer over flow incident. Therefore, the amount of \$11,900.00 you indicated as part of your claim is denied. In addition, the \$9,500.00 for the Adore cosmetics is also denied as you failed to provide sufficient proof that these items were damaged as a direct result of the March 30, 2017 incident.

GWA stands firm in the settlement offer of \$14,106.67. \$3,000.00 will be deducted from the total settlement amount resulting in a one-time payment to you of \$11,106.67. This offer is subject to approval by the Guam Attorney General's Office and expires at close of business September 14, 2017.


Should you find the above settlement offer acceptable, please sign below and return the signed original to GWA General Counsel's office (located on the 3<sup>rd</sup> floor of the address listed above).

Sincerely,

  
**MIGUEL C. BORDALLO, P.E.**  
General Manager

ACCEPTANCE OF FINAL SETTLEMENT OFFER:

DATE:

  
\_\_\_\_\_  
Rosinni A. A. Baloran

9/13/2017

EXHIBIT "E"

DAMAGE CLAIMS ASSESSMENT

ITEM	COST - NEW	QUANTITY	TOTAL	AVERAGE LIFE EXP.	AGE	DEPRECIATION	LESS DEPRECIATION	PRESENT VALUE
1 California King Size Bed	\$4,000.00	1	\$4,000.00	20	7	35.00%	\$1,400.00	\$2,600.00
2 Curtains	\$1,000.00	1	\$1,000.00	5	1	20.00%	\$200.00	\$800.00
3 Bed	\$600.00	2	\$1,200.00	20	1	5.00%	\$60.00	\$1,140.00
4 Bedding	\$1,500.00	1	\$1,500.00	10	1	10.00%	\$150.00	\$1,350.00
5 Mirrors	\$500.00	1	\$500.00	5	1	20.00%	\$100.00	\$400.00
6 Refrigerator	\$500.00	1	\$500.00	15	1	6.67%	\$33.33	\$466.67
7 Couches	\$2,000.00	1	\$2,000.00	10	2	20.00%	\$400.00	\$1,600.00
8 Closets	\$4,000.00	1	\$4,000.00	5	2	40.00%	\$1,600.00	\$2,400.00
9 Shoes	\$2,000.00	1	\$2,000.00	3	1	33.33%	\$666.67	\$1,333.33
10 42 inch TV	\$500.00	2	\$1,000.00	5	1	20.00%	\$200.00	\$800.00
11 Carpets	\$350.00	1	\$350.00	15	1	10.00%	\$35.00	\$315.00
12 Tables/Chairs	\$400.00	1	\$400.00	10	1	10.00%	\$40.00	\$360.00
13 Misc. household items/furniture/decorations								
14 hair dryer/styler/iron								
15								
			\$14,106.67					
			-3,000					
			\$11,106.67					

Depreciation is based on the age of the item divided by its average life expectancy  
 Replacement Cost is the Total Value less depreciation  
 Average Life Expectancy was taken from a document provided by Takagi & Associates and AIA Insurance

Check #07398 received by claimant on June 9, 2017

GUAM WATERWORKS AUTHORITY  
P.O. BOX 3010 HAGÁTÑA, GUAM 96932  
TEL: (671) 300-6861 / 6849

GENERAL FUND ACCOUNT

HAGÁTÑA BRANCH  
BANK OF GUAM  
HAGÁTÑA BRANCH  
101-511  
1214

Check No. 073798

06/09/17  
00073798

PAY THREE THOUSAND AND 00/100 \*\*\*\*\*

TO THE ORDER OF

AMOUNT \$\*\*\*\*\*3,000.00

ROSINNI BALORAN  
137 ILANG ILANG COURT  
LIGUAN TERRACE  
DEDEDO GU 96929



TWO SIGNATURES REQUIRED OVER \$10,000

⑈073798⑈ ⑆121405115⑆ 0601⑈014149⑈

GUAM WATERWORKS AUTHORITY P.O. Box 3010 Hagátña, Guam 96932

INVOICE DATE INVOICE NUMBER  
06/09/17

073798

REMITTANCE ADVICE

Stub 1 of 1

GWA CLAIM . 052617 SEWAGE OVERFLOW DEDEDO

3,000.00

3,000.00

3,000.00

3,000.00

*Rosinni Baloran*  
*Rosni Bal 6/9/2017*

073798

GUAM WATERWORKS AUTHORITY  
P.O. BOX 3010  
HAGATNA, GU 96932

ROSINNI BALORAN  
137 ILANG ILANG COURT  
LIGUAN TERRACE  
DEDEDO GU 96929



**GUAM WATERWORKS AUTHORITY**

Gloria B. Nelson Public Service Building • 688 Route 15 • Mangilao, Guam 96913

June 2, 2017

Ms. Rosinni Baloran  
137 Ilang Ilang Court  
Liguan Terrace  
Dededo, Guam 96929

Dear Ms. Baloran:

The Guam Waterworks Authority has responded to your complaint of sewage back-up into your home. Based on your request, GWA is providing you \$3,000 for immediate needs to assist you in addressing the personal property damage as a result of the sewer overflow. GWA will investigate and respond to your claim as quickly as possible and as required by law.

Your acceptance of this payment prior to a completed investigation is your acknowledgement that this amount will be deducted from any offer in the event a settlement of your claim is considered.

Based on the Government Claims law 5 GCA Chapter 6 §6206, any settlement offer made by an autonomous agency (Guam Waterworks Authority) requires the approval of the Consolidated Commission on Utilities (CCU). Upon approval from the CCU, the Release and Settlement Agreement will require the signature of the Attorney General of Guam and the Governor.

My staff will contact you for further information as necessary. Otherwise, you may contact Nicole Ballesta-Quan at 300-6038 should you need information. Thank you very much.

Sincerely,

  
**MIGUEL C. BORDALLO, P.E.**  
General Manager

ACCEPTED:

  
\_\_\_\_\_  
ROSINNI BALORAN

DATE:

\_\_\_\_\_  
6/9/2017

## EXHIBIT "G"

### RELEASE AND SETTLEMENT AGREEMENT

KNOWN TO ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Fourteen Thousand One Hundred Six and 67/100 Dollars (\$14,106.67) money of the United States, Rosinni Baloran, whose residential address and mailing address is #137 Ilang Ilang Court Liguana Terrace Dededo, Guam 96929 (Hereafter referred to as "Releasor"), do by these presents, remise, release and forever discharge the Guam Waterworks Authority, a public corporation organized and existing under the laws of Guam, whose address is 688 Route 15 Mangilao, Guam 96913 (Hereafter referred to as "Releasee"), its agents, servants, officers, and employees, and each of them, and all other persons, firms, corporations, insurers, associations, or partnerships having any interest in or in any way connected with said Releasees, of all claims and demands for damages of every kind and nature whatsoever, and whether now known or unknown, by reason of or arising from that certain incident more particularly described in the Government Claim GWA GC File No. 2017-010 filed by Releasor with the Guam Waterworks Authority on May 23, 2017 and attached herein as Exhibit A.

In further consideration of the payment of Fourteen Thousand One Hundred Six and 67/100 Dollars (\$14,106.67), the Releasor does hereby knowingly, voluntarily, and expressly waive the benefits of the provisions of 18 GCA § 820602, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Releasor further declares and represents and hereby agrees that this Release and Settlement Agreement expresses a full and complete settlement of a liability claimed and denied, and that regardless of the adequacy of the compensation, this Release and Settlement Agreement is intended to avoid litigation, and that there is absolutely no promise, inducement or agreement on the part of the Releasee to make any payment or do any act or thing other than what is expressly stated and clearly agreed to herein, and that this Release and Settlement Agreement are contractual and not a mere recital.

*MS R*

Releasor acknowledge having received and accepting check number 073798 in the amount of \$3,000.00 on June 9, 2017 for her family's immediate needs as a result of the sewer overflow, which affected the home she was residing in. Releasor further acknowledge that the \$3,000.00 would be made part of and thereby deducted from the final settlement offer.


Releasor further jointly and severally agree to indemnify, defend and hold harmless Releasee, its agents, servants and employees, and each of them, and all other persons, firms, corporations, associations, or partnerships, having any interest in, or in any way connected with said Releasee, from and against any and all loss, liability, and expenses of whatsoever kind or nature, including but not limited to attorney's fees which may arise from the assertion by Releasor or any third party of any claim against anyone arising out of the incident and occurrence that are the basis of the Government Claim GWA GC File No. 2017-010 attached as Exhibit A herein.

The Releasor hereby declares that she has read the foregoing Release and Settlement Agreement and that she has executed the same of her own free will and accord.

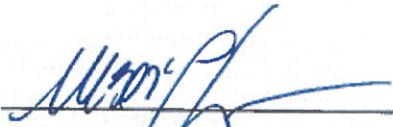
This Release and Settlement Agreement consists of three (3) pages, each of which has been initialed by the Releasor and Releasee at the lower left corner, and the Releasor has retained a copy of the Release and Settlement Agreement.

Dated this 20 day of Sept 2017.

**FOR RELEASOR:**

  
\_\_\_\_\_  
ROSINNI BALORAN, Claimant

**FOR RELEASEE:**

  
\_\_\_\_\_  
MIGUEL C. BORDALLO, P.E.,  
General Manager  
Guam Waterworks Authority

GWA:   
R. Baloran: 



**SETTLEMENT OF GOVERNMENT CLAIM APPROVED BY:**

\_\_\_\_\_  
THE HONORABLE EDDIE BAZA CALVO  
Governor of Guam  
DATE:

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
ELIZABETH BARRETT-ANDERSON  
Attorney General of Guam  
DATE:

GWA: MB  
R. Baloran: RB