



Jerrick Hernandez <jhernandez@guamopa.com>

In the Appeal of JJ Global Services re: Appeal Case No. OPA-PA-25-003

Abi T. Brennan <atbrennan@gdoe.net>

Fri, May 30, 2025 at 4:45 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>, Charles McDonald <charles@mcdonald.law>, "Matthew E. Wolff" <mewolff@gdoe.net>

Cc: Legal Admin <legal-admin@gdoe.net>, McDonald Law Office <guam@mcdonald.law>

Hafa Adai All,

In lieu of the filing of Motion to Dismiss due today, 05/30/2025, please see attached **Settlement Agreement and Dismissal with Prejudice executed by both parties** re: In the Appeal of JJ Global Services; OPA-PA-25-003. Kindly confirm receipt.

Thank you and stay safe.

Respectfully,

Abi T. Brennan**Office of the Superintendent, Legal Division**[Guam Department of Education](#)[501 Mariner Ave., Barrigada, Guam 96913](#)

Contact No.: (671) 929.4444

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**Executed Settlement Agreement and Dismissal with Prejudice re Appeal Case No. OPA-PA-25-003.pdf**
63K

1 **GUAM DEPARTMENT OF EDUCATION**

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3 Matthew E. Wolff, Esq.

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8 *Attorneys for Guam Department of Education*

9 **OFFICE OF THE PUBLIC AUDITOR**
10 **PROCUREMENT APPEALS**

11 In the Appeal of

APPEAL CASE NO. OPA-PA-25-003

12 JJ Global Services,

**SETTLEMENT AGREEMENT AND
DISMISSAL WITH PREJUDICE**

13 Appellant.

14 **COME NOW**, the Guam Department of Education (“GDOE”) and JJ Global Services
15 (“Appellant”) (collectively, the “parties”), by and through their respective undersigned legal
16 counsel, and hereby stipulate and agree to resolve the above-captioned appeal fully and finally as
17 follows:

- 18 1. No later than two (2) business days following the Office of Public Accountability
19 (“OPA”)’s Entry of Dismissal Order in this appeal, GDOE will lift the stay of
20 procurement for Ground Maintenance Services for Various GDOE Schools (IFB 002-
21 2025), and GDOE will cancel the procurement of IFB 002-2025.
- 22 2. No later than thirty (30) days after such cancellation, GDOE will issue a new
23 procurement for the same Ground Maintenance Services.
- 24 3. This new procurement for Ground Maintenance Services will not affect Appellant's
25 existing emergency contract (90 days, until July 2025) to maintain and provide
26 services for (thirty-three) 33 out of (thirty-seven) 37 GDOE schools.

1 4. All claims and allegations expressly and impliedly raised in this appeal shall be
2 dismissed with prejudice, and there shall be no parties, claims, or issues remaining in
3 this matter.

4 5. The parties shall bear their own attorney's fees and costs.

6 **SO STIPULATED AND AGREED:**

7
8 **McDONALD LAW OFFICE, LLC:**
Attorney for Appellant, JJ Global Services

JJ GLOBAL SERVICES:
Appellant

9
10 /s/
11 **CHARLES H. McDONALD, ESQ.**

/s/
LUIS E. BUSTAMANTE
President


12 *Date:* 30 May 2025

Date: 30 May 2025

13
14 **GUAM DEPARTMENT OF EDUCATION:**

15 *Purchasing Agency*

16
17 
18 **MATTHEW E. WOLF, ESQ.**


19 **K. ERIK SWANSON, PH.D.,**
Superintendent

20 *Date:* 30 May 2025

Date: 5/30/25

21
22 **SO ORDERED:**

23 **OFFICE OF THE PUBLIC AUDITOR:**

24
25
26 **BENJAMIN J.F. CRUZ**
Public Auditor

27 *Date:* _____