

FILED  
SUPERIOR COURT  
OF GUAM

2026 MAR 27 PM 4: 58

CLERK OF COURT

**IN THE SUPERIOR COURT OF GUAM**

**RYAN BARTOLOME AUAYAN,**

Plaintiff,

vs.

**HILTON GUAM RESORT & SPA, a  
Corporation, THE ESTATE OF  
FRANCISCO "FRANK" TAITANO, and  
JOHN DOES 1-3,**

Defendants.

By:   
CIVIL CASE NO. CV0644-24

**DECISION AND ORDER GRANTING  
DEFENDANT HILTON GUAM  
RESORT & SPA'S MOTION TO STRIKE**

This matter is before the Honorable Dana A. Gutierrez on Defendant Hilton Guam Resort & Spa's Motion to Strike Paragraphs 22 through 24 of the Amended Verified Complaint ("Motion"). Upon review of the record and applicable law, the Court hereby issues this Decision and Order.

**BACKGROUND**

This action arises out of an automobile-pedestrian accident that allegedly occurred on or about February 2, 2024, along Airport Road in Tamuning, Guam. Plaintiff Ryan Bartolome Auayan ("Plaintiff") alleges that while walking along the roadway after arriving at Antonio B. Won Pat International Airport, he was struck from behind by a vehicle owned by Defendant Hilton Guam Resort & Spa ("Hilton") and driven by Hilton employee Francisco "Frank" Taitano ("Taitano").

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Plaintiff filed a Verified Complaint on November 20, 2024. *See* Verified Compl. and Demand for Trial by Jury of Six (6) Persons (Nov. 20, 2024). Plaintiff subsequently filed an Amended Verified Complaint asserting claims of negligence against Hilton and against the Estate of Francisco “Frank” Taitano. *See* Amended Verified Compl. and Demand for Trial by Jury of Six (6) Persons (“Amended Compl.”) at 1 (Jan. 28, 2025). Among the factual allegations, paragraphs 22 through 24 of the Amended Complaint state that, while Plaintiff was receiving treatment at Guam Regional Medical City (“GRMC”), a security guard informed Plaintiff that a representative from Hilton had come to the hospital to pay Plaintiff’s medical bill, and that this information was corroborated by GRMC nursing staff. *See* Amended Compl. at 3.

Hilton now moves to strike paragraphs 22 through 24 of the Amended Complaint pursuant to Guam Rules of Evidence (“GRE”) Rule 409, arguing that the allegations improperly reference the furnishing or offering of payment for medical expenses to suggest liability. Plaintiff did not file an opposition. The Court determined that a hearing on the Motion was unnecessary, and took the matter under advisement on February 2, 2026. *See* Amended CVR 7.1 Form 3 (Feb. 2, 2026).

### DISCUSSION

Hilton argues that paragraphs 22 through 24 of the Amended Complaint must be stricken because they allege that Hilton paid or offered to pay Plaintiff’s medical expenses, which Hilton contends is categorically inadmissible under GRE Rule 409. Hilton asserts that these allegations serve no purpose other than to suggest liability through evidence that “is not admissible to prove liability for the injury,” and therefore are improper as a matter of law. *See* Mot. at 4–6.

Paragraphs 22 through 24 of the Amended Complaint state as follows:

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22. Subsequently, while at GRM[C] and after being treated, Plaintiff was approached by a security guard who asked if he was expecting anyone from the Hilton Hotel.

23. Plaintiff denied expecting anyone and was informed by the GRMC security guard that a representative from the Hilton Hotel had come to pay Plaintiffs medical bill.

24. This *[sic]* was corroborated by GRMC nurses as Plaintiff checked out of GRMC.

Amended Verified Compl. and Demand for Trial by Jury of Six (6) Persons at 3. The Court now considers whether these paragraphs should be stricken.

A motion to strike tests the legal sufficiency of material pleaded in a complaint and may be granted where allegations are “irrelevant, immaterial, impertinent, or scandalous.” Guam R. Civ. P. 12(f). While motions to strike are generally disfavored, courts recognize that striking allegations is appropriate where they “have no possible relation to the controversy and may cause prejudice to one of the parties.” *Am. S. Ins. Co. v. Buckley*, 748 F. Supp. 2d 610, 626 (E.D. Tex. 2010) (citation omitted).<sup>1</sup> The Court may strike from the Amended Complaint statements that are inadmissible at trial. *See, e.g., Nguyen v. Simpson Strong-Tie Co., Inc.*, 2020 WL 5232563, at \*2 (N.D. Cal. Sept. 2, 2020) (“Pursuant to Rule 12(f) Courts have struck from pleadings information that is privileged or inadmissible under the Federal Rules of Evidence.”); *Hagedorn & Co. v. Sofinor Fin., LLC*, 2005 WL 241221, at \*2 (S.D.N.Y. Feb. 2, 2005) (“The Court may also grant a motion to strike a portion of a complaint if the evidence offered in support of that portion of the complaint would be inadmissible at trial.”).

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<sup>1</sup> “[B]ecause the Guam Rules of Civil Procedure are generally derived from, although not identical to, the Federal Rules of Civil Procedure . . . , federal decisions that construe the federal counterparts to the [GRCP] are persuasive authority.” *Portis Int’l, LLC v. Marquardt*, 2018 Guam 22 ¶ 7 n.1 (citing *Gov’t of Guam v. O’Keefe*, 2018 Guam 4 ¶ 9) (alteration in original).

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In addition, GRE Rule 409 provides that “[e]vidence of furnishing or offering or promising to pay medical, hospital, or similar expenses occasioned by an injury is not admissible to prove liability for the injury.” Guam R. Evid. 409. The Guam Rules of Evidence are “essentially identical to [their] like-numbered counterparts in the Federal Rules of Evidence,” and therefore “interpretations of the Federal Rules of Evidence from other jurisdictions are persuasive authority.” *People v. Jesus*, 2009 Guam 2 ¶ 32 n.8.

GRE Rule 409 reflects a clear policy choice. The Advisory Committee Notes to the Federal Rules of Evidence clarify that evidence of payment of medical expenses or an offer to do so is excluded because “such offers or payments are usually made from humane impulses and not from the admission of liability, and that to hold otherwise would discourage assistance to injured persons.” *See Bravo v. City of Santa Maria*, 2013 WL 12224037, at \*13 (C.D. Cal. July 1, 2013) (citing 1972 Adv. Comm. Notes to Fed R. Evid. 409).<sup>2</sup>

Paragraphs 22 through 24 of the Amended Complaint allege that a representative of Hilton came to Guam Regional Medical City to pay Plaintiff’s medical bill and that this information was relayed to Plaintiff by hospital personnel. These allegations do not pertain to the mechanics of the accident, nor do such allegations prove the elements the existence of a duty, breach, causation, or damages. Rather, their probative value depends entirely upon an impermissible inference of liability. Courts have expressly rejected such use. *See, e.g., Petrig v. Folz*, 2008 WL 4965149, at \*1 (S.D. Ind. Nov. 18, 2008) (“Pursuant to Rule 409 of the Federal Rules of Evidence, Plaintiff is prohibited from discussing Defendant’s payment of his medical expenses in order to prove

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<sup>2</sup> “Generally, Guam courts view federal case law concerning the Federal Rules of Evidence . . . as persuasive, given the similarities between the GRE and the [Federal Rules of Evidence].” *People v. Sharpe*, 2024 Guam 12 ¶ 18 n.5 (citation omitted) (alteration in original).

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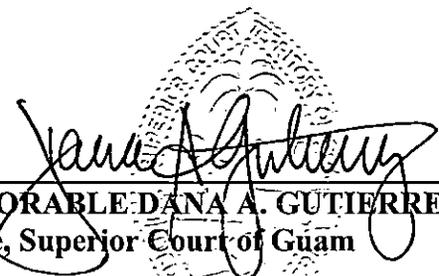
liability.”); *Beving v. Union Pac. R.R. Co.*, 2020 WL 6051598, at \*11 (S.D. Iowa Sept. 8, 2020) (“Any evidence of Defendant’s payment of Plaintiff’s medical expenses is irrelevant and inadmissible.”) (citing Fed. R. Evid. 403, 409).

Accordingly, because Paragraphs 22 through 24 improperly imply Hilton’s payment (or attempted payment) of Plaintiff’s medical expenses reflects an admission of fault, the allegations fall squarely within the category of matter GRCP Rule 12(f) contemplates striking. They do not illuminate any element of Plaintiff’s claims, but instead inject into the pleading evidence that GRE Rule 409 expressly deems inadmissible. Permitting these allegations to remain in the Amended Complaint would undermine the policy embodied in GRE Rule 409, prejudice Hilton by placing before the Court and any factfinder a legally improper suggestion of liability, and needlessly complicate the issues for discovery and trial. Because the allegations in Paragraphs 22, 23, and 24 would be inadmissible for purposes of proving liability under GRE Rule 409, they must be stricken from the Amended Complaint.

**CONCLUSION**

For the foregoing reasons, Defendant Hilton Guam Resort & Spa’s Motion to Strike Paragraphs 22 through 24 of the Amended Complaint is **GRANTED**. Paragraphs 22, 23, and 24 are hereby **STRICKEN** from the Amended Complaint.

**SO ORDERED** this 27<sup>th</sup> day of March, 2026.

  
HONORABLE DANA A. GUTIERREZ  
Judge, Superior Court of Guam