

FILED
SUPERIOR COURT
OF GUAM

2026 APR 27 PH 2: 39

CLERK OF COURT

IN THE SUPERIOR COURT OF GUAM

By: 

ZENAIDA V. MILANO,

Plaintiff,

Civil Case No. CV0797-25

vs.

TRADEMASTER MICRONESIA, LLC,

Defendant.

**DECISION AND ORDER GRANTING
DEFENDANT'S MOTION TO DISMISS
WITH LEAVE TO AMEND**

INTRODUCTION

This matter came before the Honorable John C. Terlaje on February 12, 2026, for a Motion Hearing regarding Defendant's Motion to Dismiss. Attorney Daron Berman appeared on behalf of Plaintiff Zenaida V. Milano. Attorney George Valdes appeared on behalf of Defendant Trademaster Micronesia, LLC ("Trademaster"). After reviewing the record, relevant law, and arguments from the parties, the Court **GRANTS** the Motion to Dismiss, but grants Milano leave to amend.

BACKGROUND

Milano filed her Complaint for Damages on November 26, 2025. Trademaster filed its Motion to Dismiss Complaint for Damages on December 29, 2025. Milano filed her Opposition to Defendant's Motion to Dismiss on January 26, 2026. Trademaster filed its Reply to Opposition to Motion to Dismiss Complaint for Damages on February 9, 2026. The Court heard oral arguments for the Motion to Dismiss on February 12, 2026.

1 9. “However, ‘conclusory allegations of law and unwarranted inferences are insufficient to defeat
2 a motion to dismiss for failure to state a claim.’” *Taitano*, 2008 Guam 12 ¶ 9 (quoting *Epstein v.*
3 *Washington Energy Co.*, 83 F.3d 1136, 1140 (9th Cir. 1996)); *see also Ukau v. Wang*, 2016
4 Guam 26 ¶ 52. A pleading does not need to prove a claim by a preponderance of the evidence.
5 *Ukau*, 2016 Guam 26 ¶ 52. Still, it must include “more than labels and conclusions, and a
6 formulaic recitation of the elements of a cause of action . . .” *Id.* Additionally, “[i]n ruling on a
7 12(b)(6) motion, a court’s consideration is limited to the complaint, written instruments attached
8 to the complaint as exhibits, statements or documents incorporated in the complaint by reference,
9 and documents on which the complaint heavily relies.” *Newby v. Gov’t of Guam*, 2010 Guam 4 ¶
10 14. However, leave to amend “shall be freely given when justice so requires,” so long as the
11 amendment would not be futile. Guam R. of Civ. P. 15(a); *Goodwind Development Corporation*
12 *v. West Bay Corp.*, 2025 Guam 14 ¶ 24.

15 Milano’s Complaint does not meet the notice pleading standard, but the Court will grant
16 her leave to amend. Trademaster is correct that the Complaint lacks factual allegations regarding
17 the total amount the two parties allegedly agreed to and the total amount Trademaster has paid if
18 any. Although Milano does not need to provide the Court with sufficient evidence to prove a
19 preponderance of the evidence, Milano does need to provide sufficient facts beyond “conclusory
20 allegations of law and unwarranted inferences.” *Taitano*, 2008 Guam 12 ¶ 9. Without the facts
21 regarding the alleged contract between the parties, Trademaster is assuming what Milano is
22 referring to regarding how much is owed to her. Trademaster does not know how much Milano
23 expected to receive, nor what Milano has allegedly received per their alleged agreement. Thus,
24 Trademaster is not on notice of what Milano is alleging. Therefore, Milano has not met the
25
26
27
28

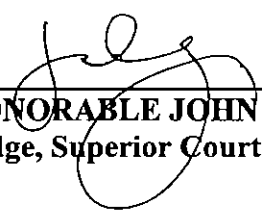
1 pleading standard. However, Milano's failure to allege sufficient facts can be remedied by
2 amending her complaint.

3 The Court will grant Milano leave to amend because justice requires it. Milano's
4 complaint is insufficient, but not so insufficient that no amendment could remedy it.
5 Accordingly, the Court will grant Milano leave to amend her complaint to sufficiently meet the
6
7 notice pleading standard.

8 **CONCLUSION**

9 Therefore, the Court **GRANTS** Trademaster's Motion to Dismiss. However, the Court
10 will grant Milano leave to amend her complaint within ten (10) days from the filing of this
11 order.

12
13 **SO ORDERED**, this 4 | 27 | 26.

14
15
16
17 
18 **HONORABLE JOHN C. TERLAJE**
19 **Judge, Superior Court of Guam**