



**Filed**

Supreme Court of Guam, Clerk of Court

**IN THE SUPREME COURT OF GUAM**

**TAKAKO B. GUTHRIE and JOSEPH A. GUTHRIE,**  
**individually and on behalf of all others similarly situated,**  
Petitioners-Appellants,

**v.**

**BOARD OF TRUSTEES OF THE**  
**GOVERNMENT OF GUAM RETIREMENT FUND,**  
Respondent-Appellee.

Supreme Court Case No. CVA23-004  
Superior Court Case No. SP0094-20

**OPINION**

**Cite as: 2025 Guam 19**

Appeal from the Superior Court of Guam  
Argued and submitted on March 27, 2024  
Hagåtña, Guam

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BEFORE: ROBERT J. TORRES, Chief Justice; JOHN A. MANGLONA, Justice *Pro Tempore*; and PERRY B. INOS, Justice *Pro Tempore*.

**TORRES, C.J.:**

[1] This case is about a unique provision of the Defined Benefit Plan (“DB Plan”) for Government of Guam (“GovGuam”) employees. Under the DB Plan, which is now codified as 4 GCA Ch. 8, Art. 1, employees contribute a fixed percentage of their salary to the Government of Guam Retirement Fund (“Fund”). Those employees who meet fixed retirement criteria (based on years of service or a combination of age and years of service) may retire and receive either a “service retirement annuity,” a “full retirement annuity,” or a reduced annuity. *See* 4 GCA §§ 8119, 8120, 8120.1 (2005) (“the retirement statutes”). If a person who met the retirement criteria dies, their surviving spouse may continue to receive a portion of their annuity as a “surviving spouse annuity” under 4 GCA § 8134.

[2] Employees who do not meet the retirement criteria are nonetheless entitled to a refund of their contributions to the Fund upon separating from GovGuam service. Depending on the circumstances, employees who separate from service without qualifying for retirement may opt to receive either a lump sum refund of their total contributions (with interest) or an annuity. Specifically, the DB Plan provides that employees who work at least five years for GovGuam “have the option of leaving his or her contributions in the Fund and receiving a service retirement annuity upon attainment of the age of sixty (60) years without choice of any of the optional survivors’ benefits hereinunder described.” 4 GCA § 8130(a)(2). The meaning of this provision, especially the phrase “optional survivors’ benefits,” is at the heart of this lawsuit.

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[3] Petitioner-Appellant Joseph A. Guthrie (“Joseph”) became a GovGuam employee and member<sup>1</sup> of the Fund in 1986 under the DB Plan. After serving over 16 years in the government, he separated from GovGuam upon reaching the age of 60. He then started receiving a service retirement annuity from the Fund under 4 GCA § 8130(a)(2).<sup>2</sup> Joseph and his wife, Petitioner-Appellant Takako Guthrie (“Takako”), sought a declaratory ruling from the Board of Trustees (“Board”) of the Fund on whether Takako would be entitled to a survivor’s annuity under 4 GCA § 8134 if Joseph predeceased her.

[4] The Board concluded that Takako would not be entitled to a survivor’s annuity, as Joseph and Takako (collectively, the “Guthries”) do not meet the eligibility criteria of 4 GCA § 8134. The Board concluded that section 8134 applies only when the member dies while currently employed with GovGuam, unless the DB Plan otherwise extends eligibility to a member’s spouse. The Guthries appealed to the Superior Court. The Superior Court affirmed the Board’s decision after reviewing the DB Plan as a whole. The court concluded the Guthries’ interpretation would lead to absurd results and frustrate the intent of the Legislature. The Guthries then appealed to this court.

[5] After reading the DB Plan as a whole and given its legislative history, we conclude that Takako is not entitled to a surviving spouse annuity under section 8134. Joseph separated from GovGuam employment under 4 GCA § 8130(a)(2), which allows a separating member with at least 5 years of total service the option to receive a service retirement annuity upon reaching age 60, while explicitly excluding them from optional survivors’ benefits. Joseph does not meet the criteria under the retirement statutes, 4 GCA §§ 8119, 8120, and 8120.1, or any other statute that

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<sup>1</sup> As discussed below, we find the term “member” to be ambiguous—at least as relevant to the issues of statutory interpretation in this case. The definition of this term is a main issue raised by the Guthries on appeal. Unless otherwise noted, we use “member” in a general sense, to frame the issues raised on appeal. We do not mean to impart a particular meaning to the term “member” until we discuss that issue specifically, later in this opinion.

<sup>2</sup> This service retirement annuity is distinct from the service retirement annuity provided for individuals who meet the fixed criteria under the retirement statutes, 4 GCA §§ 8119, 8120, and 8120.1.

extends eligibility for surviving spouse benefits under section 8134. When the DB Plan is read as a whole, we conclude the Legislature did not intend for those who opt to receive a service retirement annuity under section 8130(a)(2) to also receive a surviving spouse annuity benefit, with the exception of those who qualify under another statute extending eligibility under section 8134, such as inactive members who meet the requirements of 4 GCA § 8133. We agree with the Superior Court that the Guthries' interpretation would lead to unreasonable results. A review of the legislative history of the DB Plan further underscores this conclusion. Finally, the Guthries' *Chevron*-deference argument fails. Takako may be entitled to a refund of any of Joseph's remaining contributions and a one-time death benefit should he predecease her, but she will not be owed a survivors' annuity. We affirm.

## I. FACTUAL AND PROCEDURAL BACKGROUND

[6] The facts are not in dispute. *Compare* Appellants' Br. at 5–6 (July 10, 2023), *with* Appellee's Br. at 3 (Aug. 18, 2023). Joseph was an attorney at the Office of the Attorney General of Guam from September 1986 to February 1999 and January 2003 to May 2007, accumulating nearly 17 years of government service.<sup>3</sup> Joseph and Takako married in 2004, and he designated her as his beneficiary for survivor benefits. Joseph stopped working for GovGuam in 2007 upon reaching the age of 60. He began receiving a service retirement annuity that year, under 4 GCA § 8130(a)(2).

[7] In December 2019, the Board received the Guthries' Petition for Declaratory Ruling “requesting a determination: (a) whether Joseph Guthrie is a ‘retired member’; and (b) whether his spouse and designated beneficiary Takako B. Guthrie would be entitled to receive a surviving

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<sup>3</sup> The trial court approximated Joseph's years of service to be around 18 years, Record on Appeal (“RA”), tab 96 at 5 (Dec. & Order Den. Pet. Writ Mandate, Feb. 6, 2023), possibly by counting the calendar years alone. But counting the months and years of service, Joseph's total service time is approximately 16 years and 9 months. In any event, this difference does not affect our analysis of the issues on appeal.

spouse annuity . . . upon the death of Joseph Guthrie.” Record on Appeal (“RA”), tab 96 at 2 (Dec. & Order Den. Pet. Writ Mandate, Feb. 6, 2023). In April 2020, the Board determined that Takako would not be entitled to a surviving spouse annuity under 4 GCA § 8134. RA, tab 3 (Mem. P. & A. Supp. Pet. Peremptory Writ Mandamus, July 10, 2020), Ex. 3 (Dec. Pet. Decl. Ruling, Apr. 24, 2020). The Board found that section 8134 applies to survivors of members who die while employed with GovGuam. *Id.* The Board reasoned, “If the requirements of 4 G.C.A. § 8134(a) (or another Plan provision granting eligibility to receive a surviving spouse annuity to a member’s spouse) are not met, the terms of the Plan do not permit the provision of a surviving spouse annuity.” *Id.* at 4.

[8] Looking to legislative history, the Board further offered that “the Legislature originally granted or made available surviving spouse annuities only to spouses of members who died while in service, who remained in service until minimum retirement age and who immediately retired on a service retirement annuity, or who had obtained at least 20 years of total service.” *Id.* at 10 (citing Guam Pub. L. 1-26 (Aug. 29, 1951)). The Board examined Guam Public Law (“P.L.”) 11-171 (Sep. 11, 1972), which the Board concluded “expand[ed] the category of surviving spouses who may be eligible to receive survivor annuity benefits due to a death while in service, but absent a death while in service, to require that thresholds for service and retirement age otherwise specified under the Plan be met.” *Id.* at 11. The Board stated that “the Legislature demonstrated a clear intent to exclude members like Petitioner, who separated from service and who elected a deferral of benefits without meeting the thresholds specified under the Plan.” *Id.*

[9] The Board then looked to P.L. 31-192 (Feb. 27, 2012), which “expand[ed] the category of surviving spouses who may be eligible to receive survivor annuity benefits due to a death while in service, and to establish the time when a survivor’s eligibility would be determined.” *Id.* at 12. The Board found “no indication of any intent by the Legislature to grant surviving spouse annuities

with respect to members like Petitioner, who separated from service and who elected a deferral of benefits without meeting the thresholds for service and retirement age which continued to be specified under the Plan.” *Id.* The Board stated: “Throughout the legislative history of 4 G.C.A. § 8134, the Legislature has shown a clear intent to limit the grant or availability of survivor annuities to survivors of members who die while in service or who meet specified thresholds for service and retirement age.” *Id.* The Board further found that the Guthries’ interpretation would not be “consistent with the overall statutory scheme of the Plan established by the Legislature,” “would render 4 GCA § 8133 (and any other similar provisions) superfluous,” and “leads to unreasonable results.” *Id.* at 13. The Board determined that the “question of whether Petitioner is a ‘retired member’ (for purposes of 4 GCA § 8104(v))” was moot. *Id.* at 2.

[10] The Guthries appealed the Board’s decision to the Superior Court, filing a Petition for Peremptory Writ of Mandate pursuant to 5 GCA §§ 9240–9241 (2005). RA, tab 1 at 1, 10 (Pet. Writ Mandate; Compl. for Decl. & Inj. Relief with Mem. P. & A., July 10, 2020).<sup>4</sup> The Superior Court upheld the Board’s decision after “a reading of the statute as a whole, considering the legislative intent in establishing the Retirement Fund and the absurdity doctrine.” RA, tab 96 at 7 (Dec. & Order Den. Pet. Writ Mandate). The court examined the legislative purpose of “encouraging qualified personnel to enter and remain in the service of the Government, thus effecting economy and efficiency in the administration of the Government.” *Id.* at 9 (quoting 4 GCA § 8101 (2005)). The court also looked to 4 GCA § 8133, which it found extends section 8134 survivors’ annuity eligibility to survivors of members who die after completing at least twenty years of service. *Id.* The Superior Court posited that, had Joseph worked for GovGuam

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<sup>4</sup> The Guthries also “filed a Complaint for Declaratory and Injunctive Relief styled as a class action.” Record on Appeal (“RA”), tab 96 at 3 (Dec. & Order Den. Pet. Writ Mandate, Feb. 6, 2023). The Superior Court dismissed the Complaint without prejudice, concluding that the Complaint “cannot be joined with the proceedings for administrative review of the Board[']s decision.” RA, tab 68 at 5 (Dec. & Order, Jan. 20, 2022).

for 20 years, Takako would have been entitled to section 8134 benefits, but, instead, 4 GCA § 8132 applies—which entitles beneficiaries or the member’s estate to a net refund of contributions and a \$1,000 death benefit. *Id.* at 9–10.

[11] The Superior Court determined that the Guthries’ interpretation would lead to an absurd result: “an employee could remain employed for only three years, leave government service to work somewhere else and their spouse would receive a survivor annuity.” *Id.* at 11. The court further found the Guthries’ interpretation “is directly in conflict with the legislature’s purpose in establishing the Fund, articulated in 4 G.C.A. § 8101: to attract qualified employees who will enter and remain in the service of the government of Guam so the government will run efficiently.” *Id.*

The court further relied on the absurdity doctrine:

The Board correctly points out that the Guthries’ interpretation would mean that an employee could leave the employ of the government of Guam with just over five years and thereafter work for another employer for decades and still be entitled to an annuity and survivor benefits. This leads to absurd results because such a member would not have made sufficient contributions to the Fund to adequately cover the survivor benefit. It would also jeopardize the financial stability of the Fund which was clearly not the intent of the Legislature. The Legislature has expressly stated its concern for the Fund’s stability.

*Id.* at 12 (citing 4 GCA § 8101.1 (2005)). The Guthries timely appealed.

## II. JURISDICTION

[12] This court has jurisdiction over appeals from final judgments and orders of the Superior Court of Guam. 48 U.S.C.A. § 1424-1(a)(2) (Westlaw through Pub. L. 119-59 (2025)); 7 GCA §§ 3107, 3108(a) (2005).

## III. STANDARD OF REVIEW

[13] “Issues of statutory interpretation are reviewed *de novo*, including an agency’s interpretation of a statute.” *Chargualaf v. Gov’t of Guam Ret. Fund*, 2021 Guam 17 ¶ 7. While generally a denial of a petition for writ of mandate is reviewed for an abuse of discretion, “where

there are no facts in dispute and the questions presented for review are strictly questions of law[.] the court's review is *de novo*.” *Id.* (alteration in original) (quoting *Guam Election Comm'n v. Responsible Choices for All Adults Coal.*, 2007 Guam 20 ¶ 23).

#### IV. ANALYSIS

[14] The DB Plan addresses the retirement of certain GovGuam employees. Joseph began his GovGuam employment and membership with the Fund in 1986 under the DB Plan,<sup>5</sup> 4 GCA Ch. 8, Art. 1. We limit our analysis to the sections of the DB Plan, 4 GCA Ch. 8, Art. 1, related to retirement and survivors' benefits necessary to our determination.<sup>6</sup> As a threshold matter, we conclude it is appropriate to interpret the text of the DB Plan as currently written, rather than prior versions. This is because no amendments made after Joseph separated from service are detrimental to his vested contract rights that are relevant to this case.

[15] The text of the sections governing separation from service (section 8130) and survivor annuities (section 8134) are ambiguous because they are susceptible to more than one reasonable interpretation. These provisions can be read as extending surviving spouse benefits to the Guthries, but they can also be read as denying these benefits. To resolve this ambiguity, we examine the legislative scheme of the DB Plan as a whole, along with its history. We conclude that the spouse of a member receiving a service retirement annuity under 4 GCA § 8130(a)(2) is not entitled to surviving spouse benefits under 4 GCA § 8134(a)(1) should the member predecease the spouse. In other words, the spouse of a member like Joseph—who did not meet the criteria for retirement

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<sup>5</sup> The Legislature instituted a new Defined Contribution Plan for all Government of Guam (“GovGuam”) employees hired after October 1, 1995. Guam Pub. L. 23-042 (Sep. 29, 1995). As Joseph started receiving a service retirement annuity in 2007, he is no longer eligible for membership in the Defined Benefit Plan (“DB Plan”) for any subsequent employment with GovGuam. *See* 4 GCA § 8130(b) (“Any member who receives a refund of contributions shall thereafter be ineligible for membership in the Defined Benefit Plan.”).

<sup>6</sup> There has been longstanding confusion about the scope and application of the DB Plan, as evident from the complexity of the issues in this case. We do not address the applicability of every provision of the DB Plan here; we analyze only those provisions that are necessary to answer the question of whether the spouse of a member receiving a service retirement annuity under 4 GCA § 8130(a)(2) is owed a surviving spouse annuity under 4 GCA § 8134 upon the death of the member.

and who chose to receive a service retirement annuity after separating from service—is not eligible for surviving spouse benefits. We reach this conclusion for several reasons.

[16] When read as a whole, the Legislature did not intend for those receiving a service retirement annuity under section 8130(a)(2) to also receive a surviving spouse annuity benefit. The Legislature expressly extended surviving spouse annuities to spouses of members who meet the criteria of the retirement statutes. It did not do so for spouses of members who separate from service and elect to receive an annuity under section 8130(a)(2). In fact, if an inactive member with less than 20 years of total service dies before receiving their first deferred retirement annuity payment, their surviving spouse is entitled to a refund of contributions but not a surviving spouse annuity. *See* 4 GCA § 8133 (2005) (extending surviving spouse annuity to spouses of inactive members who had completed *at least 20* years of service before separation). Adopting the Guthries' interpretation would lead to unreasonable results: It would grant surviving spouse annuities to spouses of inactive members with less than 20 years of service if, but only if, the members survive long enough to receive their first service retirement annuity payment. The Legislature intended for the beneficiaries or estates of members who separate from service under section 8130 before completing at least 20 years of total service to receive a one-time death benefit and a net refund of the members' contributions to the Fund—but nothing more. Takako may be entitled under section 8132 to a refund of any of Joseph's remaining contributions should he predecease her, but she will not be owed a surviving spouse annuity.

[17] The legislative history of the DB Plan further supports this result. Under no prior version would a person in Joseph's position—who separated from service after 16 years and began receiving a service retirement annuity under section 8130—be entitled to a surviving spouse annuity benefit. The Guthries raise the issue of “whether, for such periods as PL 11-171:5 was in effect, a spouse of an ‘annuitant’ receiving a service retirement annuity under § 8130(a)(2) was

entitled to surviving spouse benefits under PL 11-171:5 upon the annuitant's death." Appellants' Br. at 2 (July 10, 2023) (emphases omitted). We conclude they were not. Across each iteration of the DB Plan, the Legislature withheld surviving spouse annuity benefits from spouses of members who separated from service without meeting specified thresholds for service and retirement age.

[18] Finally, the Guthries' arguments about *Chevron* deference are misplaced.

#### A. We Analyze the DB Plan as Currently Written

[19] As a threshold issue, we must determine which version of the DB Plan we are tasked with interpreting. Both parties quote from the text of the DB Plan as currently written. *See* Appellants' Br. at 25-26; Appellee's Br. at 15 (Aug. 18, 2023). Specifically, they rely on the 2012 version of section 8134. *See* 4 GCA § 8134 (as repealed and reenacted by P.L. 31-192:5 (Feb. 27, 2012)). However, neither party adequately addresses the significance of the fact that this amendment occurred after Joseph separated from service in 2007.

[20] Generally, "[p]ublic employees have a vested contractual right to pension benefits." *Tchrs. ' Ret. Bd. v. Genest*, 65 Cal. Rptr. 3d 326, 343-44 (Ct. App. 2007). However, "[n]ot every change in a retirement law constitutes an impairment of the obligations of contracts . . . ." *Id.* (alterations in original) (quoting *Allen v. Bd. of Admin. of Pub. Emps. ' Ret. Sys.*, 665 P.2d 534, 537 (Cal. 1983) (in bank)). "As to retired employees, the scope of continuing governmental power may be more restricted, the retiree being entitled to the fulfillment of the contract which he already has performed without detrimental modification." *Allen*, 665 P.2d at 538.

[21] Although the parties do not address it, because the 2012 amendments to the DB Plan occurred after any of Joseph's rights vested, we could not apply any detrimental modification of the plan to him. *See id.* However, when the Legislature repealed and reenacted section 8134 in 2012, it stated its intent was "to consolidate and clarify the various sections of §§ 8104 and 8134 to conform to the prior intent underlying § 8134 and amendments thereto." P.L. 31-192:1

(emphasis added). As discussed below, the Legislature has never extended surviving spouse annuity benefits to those in Joseph's position. The Legislature has uniformly withheld surviving spouse annuities from spouses of members who had separated from service without meeting the retirement or disability criteria or an exception, such as for inactive members under section 8133. Thus, for the purposes of this appeal, the 2012 amendments to the DB Plan were not detrimental to the Guthries' vested rights.<sup>7</sup> We therefore apply the current version of the DB Plan to the facts of this case.

**B. A Spouse of a Member Receiving a Service Retirement Annuity Under 4 GCA § 8130(a)(2) Is Not Entitled to a Surviving Spouse Annuity Under 4 GCA § 8134(a)(1) Upon the Member's Death**

[22] The statutory text of sections 8130(a)(2) and 8134 is susceptible to more than one reasonable interpretation, making the language ambiguous. These sections can be read as extending surviving spouse annuity benefits to the Guthries, but they can also be read as denying these benefits. "To resolve this ambiguity, we consider evidence of legislative intent in the broader context of the statutory scheme as a whole." *People v. Walliby*, 2024 Guam 13 ¶ 14. Reading the DB Plan as a whole and given its legislative history, we conclude those receiving a service retirement annuity under 4 GCA § 8130(a)(2) are excluded from surviving spouse annuity benefits under section 8134.

**1. Title 4 GCA §§ 8130(a)(2) and 8134 are ambiguous**

[23] This court begins its review of statutory text to determine the text's plainness or ambiguity. *Walliby*, 2024 Guam 13 ¶ 10 (citing *San Agustin v. Superior Court*, 2024 Guam 2 ¶ 16; *People v. Joshua*, 2015 Guam 32 ¶ 31). "We make this determination based on the statute's language, the context in which it is used, and the broader context of the statute as a whole, including its object

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<sup>7</sup> The Guthries may have quoted the current language of the DB Plan because the amendments may appear to make the text more favorable to their positions. See Appellants' Br. at 25-26 (July 10, 2023).

and policy.” *Id.* (citing *San Agustin*, 2024 Guam 2 ¶ 16). “A statute is ambiguous if, after this analysis, ‘its terms remain susceptible to two or more reasonable interpretations.’” *Id.* (quoting *San Agustin*, 2024 Guam 2 ¶ 16).

[24] Joseph receives a service retirement annuity under 4 GCA § 8130(a)(2). Section 8130 provides, in relevant part:

**§ 8130. Refund on Separation.**

(a) [No text]

(1) Upon complete separation from service before a member shall have completed at least twenty-five (25) years of total service, the member shall be entitled to receive a refund of his or her total contributions, including regular interest . . . .

(2) Any member who withdraws after having completed at least five (5) years total service shall have the option of leaving his or her contributions in the Fund and receiving a service retirement annuity upon attainment of the age of sixty (60) years *without choice of any of the optional survivors’ benefits hereinunder described*.

(3) If such member has less than twenty-five (25) years of total service, he/she may elect to receive his or her contributions, with regular interest, as herein above provided, in lieu of the service retirement annuity. If his or her total service is twenty-five (25) years or more, the acceptance of such deferred retirement annuity payment beginning at the age of sixty (60) years, shall be mandatory as to such member.

(4) Any member receiving a refund of contributions shall thereby forfeit, waive and relinquish all accrued rights and benefits in the system, including all credited and creditable service. . . .

(b) Any member who receives a refund of contributions shall thereafter be ineligible for membership in the Defined Benefit Plan.

4 GCA § 8130 (2005) (emphasis added). The Guthries contend the phrase “without choice of any of the optional survivors’ benefits hereinunder described” limits survivor benefits of only *unmarried* employees, not those legally married. Appellants’ Br. at 6 n.1 (citing 4 GCA § 8134(c)). In light of section 8134(c)’s “Optional Provisions for Unmarried Employees,” the phrase “any of the optional survivors’ benefits hereinunder described” in section 8130(a)(2) is ambiguous. In the

context of surviving spouse benefits, the phrase could be interpreted to mean section 8134 in its entirety or section 8134(c) alone.

[25] Title 4 GCA § 8134, as currently written, provides survivors benefits under certain conditions:

**§ 8134. Survivor Annuities and Death Benefits.**

Upon the death of a member who has completed at least three (3) years of total service, or upon the death of a member in the line of duty, survivor annuities and death benefits shall be payable to eligible survivors described in Subsection (a) for the applicable term set forth in Subsection (b).

(a) Eligible Survivors.

(1) The following persons shall be eligible to receive the following survivor benefits or death benefits set forth in this Article. Eligibility shall be determined as of the date of death of a member, whether in service, in the line of duty, or in retirement.

(A) Surviving Spouse Annuity. A surviving spouse, as defined in § 8104(v), shall be eligible to receive a surviving spouse annuity upon the death of a member.

....

(c) Optional Provisions for Unmarried Employees. Upon retirement for services, any unmarried employee . . . may elect to receive in lieu of his or her full service retirement annuity, on an actuarial equivalent basis, a reduced annuity payable during his or her lifetime with an annuity payable to his or her designated beneficiary at the same rate and under the same conditions as are applicable to a surviving spouse of a member.

....

4 GCA § 8134.

[26] Multiple provisions in section 8134 are ambiguous. First: “Upon the death of a member who has completed at least three (3) years of total service, or upon the death of a member in the line of duty, survivor annuities and death benefits shall be payable to eligible survivors described” conditions the rest of the subsections and could be read in more than one way.

[27] One issue is that the term “member” is ambiguous. Title 4 GCA § 8104 provides the following definition: “‘Member’ shall mean any *employee* included in the membership of the Fund.” 4 GCA § 8104(d) (as amended by P.L. 31-192:4 (Feb. 27, 2012)) (emphasis added); *see also id.* § 8104(a) (defining “Fund” as “the Government of Guam Retirement Fund”). “Employee shall mean any person *in the employ* of the Government, in all occupational classifications, including a person whose work is classified as casual or temporary.” *Id.* § 8104(c) (emphasis added). The Legislature also refrained from using a modifier or clause including descriptors like “retired” or “in receipt of a service annuity.” Thus, “member” in the first paragraph of 4 GCA § 8134 could be read as limiting the subsections of section 8134 to beneficiaries of persons currently employed by GovGuam who contribute to the Fund, unless otherwise provided by statute.<sup>8</sup> *See id.* § 8104(d) (defining “[m]ember”); *id.* § 8104(c) (defining “[e]mployee”); *see also Walliby*, 2024 Guam 13 ¶¶ 12–23 (interpreting ambiguous statute in context of statutory scheme).

[28] However, the language “Upon the death of a member who has completed at least three (3) years of total service, or upon the death of a member in the line of duty, survivor annuities and death benefits shall be payable to eligible survivors described in Subsection (a),” 4 GCA § 8134, could also be read as mandating benefits to any survivor meeting the criteria in subsection (a), as long as the member worked for GovGuam for at least three years, even if they are no longer employed with GovGuam. Thus, this initial paragraph is ambiguous.

[29] The second point of ambiguity arises in subsection (a), which states in relevant part:

(a) Eligible Survivors.

(1) The following persons shall be eligible to receive the following survivor benefits or death benefits set forth set forth in this Article. Eligibility shall be determined as of the date of death of a member, whether in service, in the line of duty, *or in retirement*.

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<sup>8</sup> For example, 4 GCA § 8133 (2005) provides section 8134 benefits “upon the death of a member, not in service, who had completed at least twenty (20) years of total service prior to his separation.”

(A) Surviving Spouse Annuity. *A surviving spouse, as defined in § 8104(v), shall be eligible to receive a surviving spouse annuity upon the death of a member.*

4 GCA § 8134(a) (emphases added). “Surviving Spouse” includes “a living spouse of a . . . retired member of the Fund.” 4 GCA § 8104(v). Given this definition, section 8134(a)(1)(A) could be read as entitling the “surviving spouse” of a “retired member” to a surviving spouse annuity upon the retired member’s death. “Retired member” could be read to include members like Joseph who receive a service retirement annuity under section 8130(a)(2). It could also be read as applying only to members who meet the retirement criteria under section 8119, 8120, or 8120.1, or the criteria for disability retirement under section 8123, whichever applies. Another interpretation could, in addition, include qualifying members under 4 GCA § 8101.2(b)(9) (added by P.L. 32-008:4 (Apr. 2, 2013)) (extending section 8134 benefits to people who die during qualified military service) or 4 GCA § 8133 (extending section 8134 benefits “upon the death of a member, not in service, who had completed at least twenty (20) years of total service prior to his separation”).

[30] Thus, 4 GCA § 8134, which gives qualifying spouses survivor annuities, is ambiguous as to whether it includes spouses of members who receive a service retirement annuity under 4 GCA § 8130(a)(2). Section 8130(a)(2)’s allowance of a service retirement annuity “without choice of any of the optional survivors’ benefits hereinunder described” is also ambiguous as to which benefits are excluded. To aid in resolving these ambiguities, this court examines both the legislative scheme of the DB Plan as a whole and its legislative history.

## **2. Reading the DB Plan as a whole**

[31] In discerning legislative intent, this court can “examine the entire statutory scheme [containing the provision] for guidance.” *See Walliby*, 2024 Guam 13 ¶ 12 (citing *Amerault v. Intelcom Support Servs., Inc.*, 2004 Guam 23 ¶ 14). “We interpret statutes consistently when possible and ‘give effect to all provisions.’” *Id.* (quoting *In re Request of I Mina’Trentai Dos Na*

*Liheslaturan Guåhan*, 2014 Guam 24 ¶ 13). “[W]e read the statute as a whole, including its object and policy, and construe the section in conjunction with other sections.” *Id.* (citations omitted). “Where a statute referring to one subject contains a critical word or phrase, omission of that word or phrase from a similar statute on the same subject generally shows a different legislative intent.” *Id.* ¶ 22 (quoting *Craven v. Crout*, 209 Cal. Rptr. 649, 652 (Ct. App. 1985)). “Where, as here, the Legislature has chosen to include a phrase in one provision of the statutory scheme, but to omit it in another provision, we presume that the Legislature did not intend the language included in the first to be read into the second.” *Id.* (quoting *Walt Disney Parks & Resorts U.S., Inc. v. Superior Court*, 230 Cal. Rptr. 3d 811, 816 (Ct. App. 2018)).

[32] “[I]t is a ‘well-settled principle of statutory construction that a narrower, more specific provision of a statute takes precedence over a more general provision of the same statute with respect to the same subject matter.’” *Id.* ¶ 18 (quoting *Camacho v. Est. of Gumataotao*, 2010 Guam 1 ¶ 19). “We read statutes to avoid ‘absurd or impractical consequences, untenable distinctions, or unreasonable results.’” *In re D.S.*, 2023 Guam 13 ¶ 37 (quoting *Sumitomo Constr., Co. v. Gov’t of Guam*, 2001 Guam 23 ¶ 17). When interpreting an ambiguous statute, this court “may look to the legislative history and other sources.” *San Agustin*, 2024 Guam 2 ¶ 16 (citing *In re Leon Guerrero*, 2005 Guam 1 ¶ 31). We reject the Guthries’ interpretation of section 8134 because the statutory scheme reflects a legislative intent to exclude section 8130 annuity recipients from section 8134 benefits, and the Guthries’ interpretation would lead to unreasonable results.

[33] Joseph receives a service retirement annuity under 4 GCA § 8130, which provides:

Any member who withdraws after having completed at least five (5) years total service shall have the option of leaving his or her contributions in the Fund and receiving a service retirement annuity upon attainment of the age of sixty (60) years without choice of any of the optional survivors’ benefits hereinunder described.

4 GCA § 8130(a)(2). This language has remained substantively unchanged since 1952. *See* Guam Gov't Code § 4213 (1952).

[34] As discussed further below, Guam Government Code § 4217 (the predecessor of section 8134) contained “optional provisions” for both married and unmarried members. Guam Gov't Code § 4217(c) (1970) (“Payment to surviving spouse and minor children: optional provisions.”). In 1971, the “optional provisions” for married members were removed by P.L. 11-171. The Legislature has not since changed the wording of 4 GCA § 8130(a)(2) to clarify what it intended when it retained the phrase “without choice of any of the optional survivors’ benefits hereinunder described.”

[35] However, this limitation is not in the retirement statutes. *See* 4 GCA §§ 8119–8120.1.<sup>9</sup> Section 8120.1 allows a member to retire “[o]n a service retirement annuity, upon written application to and approval of the Board; provided that such member shall have attained at least sixty-five (65) years of age . . . and shall have completed at least fifteen (15) years of total service.” 4 GCA § 8120.1(a). Members having “completed thirty (30) years of service” are entitled to a “full retirement annuity.” *Id.* § 8120.1(c). The statute further provides that any member may retire after 25 years of service, regardless of age, on a reduced retirement annuity. *Id.* § 8120.1(d). Joseph meets none of these requirements.

[36] Joseph separated from service at the age of 60, not 65, and completed only 16, not 30 (or 25) years of service. While he may be receiving a service retirement annuity, he is not a “retired member.” His argument that, should he predecease her, Takako would be an eligible surviving

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<sup>9</sup> Sections 8119 and 8120 do not apply in this case. *See* 4 GCA § 8119 (applying to members who joined the Fund before October 1, 1981); 4 GCA § 8120 (applying to members who joined the Fund on or after October 1, 1981). On an initial read, section 8120 may appear to apply to Joseph, as he joined the Fund after 1981. However, 4 GCA § 8120.1 was enacted on September 7, 1984. It provides more stringent requirements than section 8120 and by its terms generally applies to members of the Fund “[w]ith the exception of members of the Fund prior to the effective date of this Section.” 4 GCA § 8120.1. Thus, section 8120.1, not section 8120, is the controlling statute here.

spouse as a living spouse of a “retired member” of the Fund fails. *See id.* § 8134 (providing benefits to eligible survivors); *id.* § 8130(a)(2) (allowing for a service retirement annuity “without choice of any of the optional survivors’ benefits”); *id.* § 8104(v) (defining surviving spouse); *id.* § 8120.1 (listing conditions under which a member “may retire”). Rather than being a “retired member,” Joseph is a separated member who elected to receive a service retirement annuity beginning at age 60 pursuant to 4 GCA § 8130(a)(2).

[37] Other provisions of the Chapter support our conclusion that the Legislature intended to exclude those receiving a service retirement annuity under section 8130(a)(2) from section 8134’s surviving spouse benefits. The Legislature explicitly extended section 8134’s benefits to include surviving spouses of members who die while performing qualified military service. 4 GCA § 8101.2(b)(9). It also extended section 8134 benefits to surviving spouses of inactive members who die while not in service but had worked for GovGuam for at least 20 years before separation from service.<sup>10</sup> 4 GCA § 8133.

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<sup>10</sup> While section 8133 is inapplicable to the Guthries, we express our doubts about the trial court’s observation that if, hypothetically, Joseph had had 20 years of service at the time of his separation from service, Takako would have been eligible for a surviving spouse annuity under section 8133. Based on our reading of section 8133, that provision applies to inactive members who had separated from service but had not yet started receiving a service retirement annuity by the time of their death—e.g., a member who separates from service after completing at least 20 years of service and opts under section 8130(a) to receive a service retirement annuity upon reaching age 60, but who subsequently dies before reaching age 60. Under section 8133, spouses of such inactive members would have the option of receiving a refund of the member’s contributions to the Fund or receiving an annuity under section 8134. Section 8133 would not extend the option of a surviving spouse annuity to a spouse of a member who was receiving annuity payments under section 8130 at the time of the member’s death. The relevant statute for those members would be section 8132, as discussed below. That statute provides that “[u]pon death of a member while in receipt of a service retirement annuity . . . , leaving no person entitled to survivor annuities as provided in § 8134,” the designated beneficiaries of the member would be entitled to a one-time death benefit and a refund of “[t]he total amount of contributions made by the member, including regular interest, *less the total amount of annuity payments received by the member.*” 4 GCA § 8132(a) (emphasis added). Section 8133’s refund-of-contributions provision, by contrast, does not have language reducing the amount of total contributions by the amount of annuity payments received by the member. *See* 4 GCA § 8133(c).

Reading these statutes as a whole, section 8133 is intended to apply to inactive members who had completed at least 20 years of service and had not yet started receiving annuity payments at the time of their death. It is not intended to apply to members who were receiving annuity payments before they died. This reading is supported by the absence of language in section 8133 reducing the spouse’s refund of the member’s contributions to the Fund by the amount of annuity payments already received by the member. Even if Joseph had worked for 20 years by the time of his separation from service in 2007, Takako would not have the option of a surviving spouse annuity under section 8133 because Joseph has already been receiving service retirement annuity payments.

[38] Unlike sections 8101.2(b)(9) and 8133, there is no explicit inclusion for members like Joseph who elect to receive a service retirement annuity under section 8130(a)(2) and who do not meet the requirements of section 8133. Had the Legislature intended the spouses of those who separate from service and receive a service retirement annuity under section 8130 to enjoy section 8134's benefits, the Legislature would have included that language just as they did in sections 8101.2 and 8133. As the Legislature did not, we conclude the Legislature intended to exclude these individuals from section 8134's benefits, *see Walliby*, 2024 Guam 13 ¶ 22 (comparing contrasting language), especially given the Legislature's explicit direction that those separating from service and receiving an annuity under section 8130(a)(2) are "without choice of any of the optional survivors' benefits," 4 GCA § 8130(a)(2).

[39] Further, the Guthries' interpretation that section 8134 benefits extend to spouses of members who receive a service retirement annuity under section 8130(a)(2) would lead to "absurd or impractical consequences, untenable distinctions, or unreasonable results." *See In re D.S.*, 2023 Guam 13 ¶ 37 (quoting *Sumitomo Constr.*, 2001 Guam 23 ¶ 17).

[40] Under the DB Plan, qualifying surviving spouses under section 8134 are entitled to payments as of the death of the member until the spouse dies or remarries before reaching the age of 40. 4 GCA § 8134(b)(1). Upon the member's death, a qualifying spouse is entitled to a surviving spouse annuity and a single lump sum payment of \$1,000. *Id.* § 8134(a)(1)(A), (d). The surviving spouse annuity would be "sixty percent (60%) of the basic retirement annuity . . . earned by the member and accruing to that member's credit, or payable to the member at the date of the member's death for the period of the member's total service, whichever is greater." 4 GCA § 8135(a)(1) (as amended by P.L. 31-077:XII:35 (Sep. 20, 2011)). The surviving spouse annuity must be at least \$1,200 per year and is subject to automatic increases. *Id.* § 8135(a)(1), (b). A member's basic retirement annuity is calculated based on the member's average annual salary and

years of credited service. 4 GCA § 8122(a) (2005). The member retirement annuity is at least \$1,200 a year and is subject to automatic increases. *Id.* § 8122(a)(4), (b). Thus, the surviving spouse annuity also depends on a member's average annual salary and years of credited service. *See* 4 GCA § 8135.

[41] Rather than “encouraging qualified personnel to enter and remain in the service of the Government,” 4 GCA § 8101, the Guthries’ interpretation would provide survivor annuity benefits to members who meet the bare minimum qualifications under section 8130(a)(2). Adopting the Guthries’ interpretation would mean that one would have to work for GovGuam for only five years and, as long as their contributions remained in the Fund until they reached sixty years old and started receiving a service retirement annuity, their spouse would be entitled to section 8134 benefits. We reject this argument as unreasonable. *See In re D.S.*, 2023 Guam 13 ¶ 37. Under the DB Plan, a surviving spouse of an inactive member who had performed *nineteen* years of service before separating from GovGuam and passed away before receiving *any* of their deferred retirement annuity payments is excluded from section 8134 benefits. *See* 4 GCA § 8133 (requiring twenty years of service). It would be an untenable distinction if the same scheme would extend section 8134 benefits to surviving spouses of members who performed only *five* years of service so long as they started receiving their service retirement annuity before death. We conclude that, with the exception of inactive members under section 8133, the Legislature only intended to provide a separated member under section 8130 either a lump sum refund of the member’s total contributions, including interest, or a service retirement annuity upon reaching the age of sixty. Joseph is not a retired member; he is a separated member who left GovGuam service after less than twenty years without meeting the criteria of the retirement statutes, and who opted to receive a service retirement annuity that excludes section 8134 benefits. *See* 4 GCA §§ 8120.1, 8130.

[42] While excluded from section 8134, Takako could be entitled to the benefits described under section 8132, as the Superior Court opined. RA, tab 96 at 9-10 (Dec. & Order Den. Pet. Writ Mandate). Section 8132 provides:

**§ 8132. Death After Retirement without Survivor Benefits.**

(a) Upon death of a *member while in receipt of a service retirement annuity* . . . , leaving no person entitled to survivor annuities as provided in § 8134 of this Chapter, the following shall be payable:

(1) The total amount of contributions made by the member, including regular interest, less the total amount of annuity payments received by the member; and

(2) A single sum death benefit payment in the amount of One Thousand Dollars (\$1,000).

(b) Payment of these refunds and benefits shall be made to the beneficiary or beneficiaries designated by the member, in a nomination filed with the Board or if no such designation has been made, payment shall be made to the estate of the member.

4 GCA § 8132 (2005) (emphasis added).<sup>11</sup> Takako may be entitled to section 8132 benefits if Joseph designates her as his beneficiary in a nomination filed with the Board prior to his death, or through his estate if no such designation be made. As Joseph had the option at separation of receiving either a lump sum refund of his contributions or a service retirement annuity, *see* 4 GCA § 8130, it is reasonable that the Legislature would grant his beneficiary the rest of his contributions after deducting the amount he had already received in annuity payments, in addition to the single sum death benefit. But it would lead to unreasonable results if the DB Plan were interpreted to afford Takako a surviving spouse annuity under section 8134.

[43] Reading the DB Plan's current sections in conjunction with each other, the only surviving spouses who qualify under section 8134 must have been married to persons who were enrolled in

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<sup>11</sup> This law has remained substantively unchanged since 1952. *See* P.L. 1-88 (Nov. 29, 1952); Guam Gov't Code § 4215 (1952); P.L. 11-171 (Aug. 18, 1972); 4 GCA § 8132 (2005).

the Fund *and* the enrolled person (1) was currently and actively in the employ of GovGuam at the time of death and had completed at least three years of service; or (2) died in the line of duty; or (3) died while performing qualified military service as provided in 4 GCA § 8101.2(b)(9); or (4) met the requirements under the retirement statutes, sections 8119, 8120, or 8120.1, whichever applies; or (5) met the requirements under the disability retirement statute, 4 GCA § 8123; or (6) met the requirements under section 8133.<sup>12</sup> Despite Joseph opting to receive a service retirement annuity under section 8130(a)(2), that provision deals with separating from service after at least five years—not retirement—and retains an explicit exclusion from optional survivors' benefits, which we interpret as expressing the legislative intent to exclude him from the entirety of section 8134. As discussed in the next section, legislative history supports this determination.

### **3. Legislative history of the DB Plan**

[44] The legislative history of the DB Plan supports our determination that Takako is ineligible for surviving spouse benefits under section 8134. Under no prior version of the DB Plan were surviving spouse benefits extended to a spouse of a member who separated from service with fewer than 20 years of service and opted to receive a service retirement annuity rather than a lump sum refund of contributions.

#### **a. The original DB Plan**

[45] The Defined Benefit Plan was created by the Guam Legislature in 1951. P.L. 1-026 (Aug. 29, 1951). Originally, a member could retire on a “service retirement annuity” if they (1) attained at least 60 years of age and completed at least 10 years of service; or (2) completed 30 years of service and reached the age of 55. Guam Gov't Code § 4210 (1952). Alternatively, a member

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<sup>12</sup> These requirements have changed over time. For example, section 8134's three-year requirement had previously been five. Guam Gov't Code § 4217 (1952). Additionally, section 8101.2 was not added until 2013, after Joseph's separation. See 4 GCA § 8101.2 (added by P.L. 32-008:4 (Apr. 2, 2013)). These considerations are not relevant here.

could retire on a reduced retirement annuity if they (1) were 55 years old and completed 25 years of service; or (2) were involuntarily separated from service after 20 years of service (but not due to misconduct or delinquency). *Id.* The original DB Plan further provided that “[u]pon complete separation from service before a member shall have completed at least 20 years total service, the member shall be entitled to receive a refund of his total contributions, including regular interest . . . .” *Id.* § 4213 (the predecessor to 4 GCA § 8130). However, if a member withdrew after completing at least five years of service, they had the option to leave their contributions in the fund and receive “a service retirement annuity upon attainment of the age of 60 years, without choice of any of the optional survivors’ benefits hereinafter described.” *Id.* If the member had 20 or more years of service, it was mandatory to accept such a deferred retirement annuity payment beginning at the age of 60. *Id.*

[46] The original DB Plan provided that if a member<sup>13</sup> who had served for at least five years died while in service, their spouse or minor children would receive a percentage of the member’s service retirement annuity that had been earned. *Id.* § 4217(a)-(c) (the predecessor to 4 GCA § 8134). Section 4217 also provided that if certain conditions were met, upon the death of an annuitant, the surviving spouse or children would be treated the same as those “survivors of a member whose death occurs while in service.” *Id.* § 4217(d). The major caveat was that only annuitants who retired immediately upon separation from service were eligible for these survivor benefits. Subsection (d) further provided that “[n]o such annuities shall be payable to the survivors of any member who became separated from service prior to the attainment of the minimum age of retirement.” *Id.* Thus, under the original DB Plan, only those who retired (1) at age 55 or above with at least 25 years of service or (2) at 60 or above with at least 10 years of service, were eligible

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<sup>13</sup> Initially, the DB Plan provided surviving spouse benefits only to male members, except for the optional provisions of subsection (b). But Public Law 3-064 amended section 4217 to make survival benefits available to both men and women. P.L. 3-064:1 (Mar. 2, 1956). This change was made retroactive to the day the DB Plan was created.

for the survivor benefits under section 4217(d). Survivor benefits under section 4217(a)-(d) were not optional; so long as the member met the conditions under one of the subsections (a)-(d), their surviving spouse and/or minor children were entitled to survivor benefits.

[47] Section 4217 also contained “Optional Provisions” which provided that “[u]pon retirement for service or disability,” a member who was otherwise ineligible for survivor benefits could opt to receive a reduced annuity payable during the member’s lifetime in exchange for survivor benefits. *Id.* § 4217. Optional provision (a) applied to a married member: “Upon retirement for service or disability, a married . . . member may elect to receive in lieu of his [or her] full retirement annuity, a reduced annuity payable during his [or her] lifetime together with an annuity payable to his [or her] spouse beginning upon his [or her] death . . . .” *Id.*; *see also* P.L. 3-064:1 (Mar. 2, 1956) (renumbering subsection (d) as a new subsection (b) and retroactively extending benefits to women). Optional provision (b) provided a similar optional survivor benefit to unmarried employees who retired for service, who could elect to receive a reduced annuity in exchange for an annuity for a survivor designated by the member. Guam Gov’t Code § 4217 (1952). A member who, for example, retired after being involuntarily separated from service at less than the minimum retirement age but after serving for 20 years, *see id.* § 4210, had the choice to elect the optional survivors’ benefits under section 4217 by reducing the amount of the member’s retirement annuity.<sup>14</sup>

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<sup>14</sup> In 1967, amendments to section 4210 made it easier for employees to meet the requirements for retirement. *See* P.L. 9-104:1 (Aug. 23, 1967). Employees who completed 30 years of service could retire with a full retirement annuity without having reached the previous minimum age requirement of 55 years. *Contrast* Guam Gov’t Code § 4210 (1952) (“Any employee who has completed 30 years of service and has reached the age of 55 years may retire and shall be entitled to full retirement annuity.”), *with* Guam Gov’t Code § 4210 (1970) (“Any employee who has completed thirty (30) years of service may retire and shall be entitled to full retirement annuity.”). Additionally, the minimum thresholds of 25 years of service and 55 years of age to retire on a reduced retirement annuity were changed, and the provision for retirement after involuntary separation and at least 20 years of service was removed. *Contrast* Guam Gov’t Code § 4210 (1952), *with* Guam Gov’t Code § 4210 (1970). Under the 1967 amendments, “[a]ny employee or member, whether active or inactive, at his option may retire after twenty (20) years of service regardless of age. The retirement annuity for any employee or member described in this paragraph shall be reduced . . . .” P.L.

[48] When sections 4213 and 4217 are read together, it meant that a member who separated from service and opted to receive a service retirement annuity under section 4213 could not reduce the amount of their annuity payments to obtain surviving spouse benefits under section 4217. This foreclosed the only potential way a member receiving a service retirement annuity who did not meet the retirement criteria might have qualified for surviving spouse benefits. Under the original DB Plan, a married member who served less than 20 years but at least 5 years before separation could receive a service retirement annuity by leaving their contributions in the fund until they turned 60, but did not qualify for the optional survivors' benefits available to members such as those who were involuntarily separated from service and chose to reduce their annuity. If a member opted to leave their contributions in the fund but died before reaching 60, under section 4216, a refund was owed to their designated beneficiary or the member's estate. *Id.* § 4216. Section 4215, titled "Death after retirement," provided that if a member died while receiving a service retirement annuity and no annuities to survivors were payable, "a refund shall be paid of the excess, if any, of the total accumulated contributions of the member . . . over the total amount of annuity payments received by the member . . . ." *Id.* § 4215 (the predecessor to 4 GCA § 8132).

[49] Originally, section 4216 provided that upon the death of an inactive member—i.e., "a former employee who is a member of the fund, in an inactive status"—their contributions were to be refunded to a beneficiary or the member's estate; it did not provide for the possibility of an annuity payable to survivors. *Id.* § 4216 (the predecessor to 4 GCA § 8133). But in 1962, that section was amended to provide that "[n]otwithstanding any other provision of this Chapter, upon

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9-104:1. In the meantime, section 4217 still limited the mandatory survivor annuities to survivors of members who died while in service and after having completed at least 5 years of service, Guam Gov't Code § 4217(a) (1970), and to survivors of annuitants who retired immediately upon separation from service and reached the minimum retirement age before separation, *id.* § 4217(b). Consequently, an employee who retired on a reduced annuity after 20 years of service or a full annuity after 30 years of service—but before reaching the minimum retirement age of 60—had to rely on one of the optional provisions to provide their survivor with an annuity. *See id.* § 4217(c).

the death of a member, not in service, who had completed at least 25 years of total service prior to his separation,” a surviving spouse could elect to receive an annuity as provided by section 4217. P.L. 06-129:1 (July 14, 1962).

**b. The DB Plan as overhauled by Guam Public Law 11-171**

[50] In 1972, the Legislature repealed and reenacted several portions of the DB Plan with key changes. The Legislature enacted P.L. 11-171 after “recognizing the necessity for a substantial revision of the retirement schedules and annuity payments to government of Guam employees under the present Government Code.” P.L. 11-171. Section 4215 was re-titled “Death after retirement without survivor benefits” and provided that if a member receiving a service retirement annuity died “leaving no person entitled to survivor annuities as provided in Section 4217,” a refund of the total amount of the member’s contributions less the total amount of annuity payments received by the member, plus a new death benefit of \$1,000, were payable to the member’s designated beneficiary or estate. P.L. 11-171:3. Section 4216 retained annuities payable to survivors of inactive members, but it lowered the threshold of eligibility from 25 years to 20 years of service before separation. P.L. 11-171:4.

[51] Section 4217 was amended so that a member who died while in service now needed only 3 years of service time to qualify for a survivor annuity. P.L. 11-171:5. The Legislature also removed the language that had limited survivor annuities under subsection (b) to survivors of members who retired “immediately upon separation from service” and separated after “the attainment of the minimum age of retirement.” *Compare* Guam Gov’t Code § 4217(b) (1970), *with* P.L. 11-171:5. After P.L. 11-171 was passed, section 4217 read:

(b) Payment to surviving spouse and minor children of annuitant. Upon death of an annuitant, if a surviving spouse and/or children survive, annuities shall be payable to them at the same rate and under the same conditions as are applicable to survivors of a member whose death occurs while in service.

P.L. 11-171:5. These changes meant that a member who “retired for service” or disability before reaching the minimum retirement age no longer had to reduce their annuity during their lifetime to ensure their surviving spouse received an annuity upon the member’s death. Consistent with these changes, the “optional provision” for married members was omitted from section 4217, while the optional provision for unmarried members was retained. *See* P.L. 11-171:5. Together, these changes lessened the restrictions on providing a qualifying surviving spouse an annuity after an eligible annuitant died, providing the spouse the same benefits “under the same conditions as are applicable to survivors of a member whose death occurs while in service.” *See* P.L. 11-171:5.

[52] An isolated reading of subsection 4217(b), as repealed and reenacted by P.L. 11-171:5, might suggest that the surviving spouse of *any* annuitant—including those who separated from service and received a service retirement annuity under section 4213—would be eligible for a surviving spouse annuity upon the annuitant’s death. However, “the language of [a] statute cannot be read in isolation, and must be examined within its context . . . [which] includes looking at . . . other related statutes.” *Barrett-Anderson v. Camacho*, 2015 Guam 20 ¶ 24 (alterations in original) (quoting *Aguon v. Gutierrez*, 2002 Guam 14 ¶ 9). “To determine legislative intent, we read the statute as a whole, including its object and policy, and construe the section in conjunction with other sections.” *Walliby*, 2024 Guam 13 ¶ 12 (citations omitted).

[53] While the removal of the previous requirements for a surviving spouse annuity upon death of an annuitant<sup>15</sup> could be read as expanding survivor annuity benefits to the spouses of members who received a service retirement annuity under section 4213, such a construction is unreasonable when we read the statute as a whole and construe it in conjunction with other sections. Notably, while the Legislature made substantive changes to several sections of the retirement chapter when

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<sup>15</sup> Namely, the requirements that the annuitant retired immediately upon separation from service and after reaching the minimum age of retirement.

it enacted P.L. 11-171, it did not amend or otherwise change the limiting phrase “without choice of any of the optional survivors’ benefits hereinunder described” found in section 4213 (the predecessor of 4 GCA § 8130). *See* P.L. 11-171; Guam Gov’t Code § 4213 (1970). Several sections of the law illuminate what the Legislature intended by retaining this language.

[54] First, under the original DB Plan, a surviving spouse was eligible for a surviving spouse annuity only if (1) the member died while in service after having completed at least 5 years of total service, Guam Gov’t Code § 4217 (1952); or (2) the member was an annuitant who had retired immediately upon separation from service and had reached the minimum retirement age before separation, *id.* § 4217(d); or (3) the member had retired for service or disability (before reaching the minimum retirement age) and had opted to receive a reduced annuity during their lifetime in order to secure an annuity for their surviving spouse, *id.* § 4217 (optional provision (a)).

[55] Second, under the original DB Plan, a member who separated from service under section 4213 and opted to leave their contributions in the fund and receive a service retirement annuity upon reaching age 60 was expressly disallowed from reducing their annuity payments to obtain survivor annuity benefits. *Id.* § 4213.

[56] Third, P.L. 9-104:1 (Aug. 23, 1967)—which amended section 4210 by removing the minimum age requirement for those retiring on a full retirement annuity after 30 years of service and allowed retirement after 20 years of service regardless of age—expanded eligibility for retirement and, in turn, eligibility for survivor annuity benefits for members who availed of one of the optional provisions under section 4217.

[57] Fourth, P.L. 11-171:5 further expanded eligibility for surviving spouse benefits by removing the requirement under section 4217 that an annuitant must have retired immediately upon separation from service and must have reached the minimum retirement age in order for their spouse to be eligible for a surviving spouse annuity. This obviated the need for section 4217’s

optional provision for married members, as a retiree for service or disability could rely on amended subsection 4217(b) to provide an annuity to their surviving spouse upon the member's death; thus, the Legislature removed the optional provision for married members. *See* P.L. 11-171:5.

[58] Fifth, section 4216 was amended to grant surviving spouses of inactive members the option to receive an annuity under section 4217 if the member had completed at least 20 years of service before separation, rather than the prior threshold of 25 years. *Contrast* Guam Gov't Code § 4216 (1970), *with* P.L. 11-171:4.

[59] Sixth, P.L. 11-171:3, which re-titled section 4215 as “Death after retirement without survivor benefits,” granted a one-time death benefit of \$1,000, in addition to the refund of remaining member contributions, to the beneficiary or beneficiaries of a member who died while in receipt of a service retirement or disability retirement annuity and who left “no person entitled to survivor annuities as provided in Section 4217.”

[60] Finally, no provision of P.L. 11-171 expressly granted a surviving spouse annuity to a spouse of a member who received a service retirement annuity under section 4213.

[61] Reading these statutes as a whole and construing them in conjunction with one another, the only reasonable conclusion is that by revising section 4217 but retaining section 4213's exclusion (“without choice of any of the optional survivors' benefits hereinafter described”), the Legislature intended to continue the policy that, with the exception of inactive members who meet the requirements under section 4216, members who separate from service and opt to receive a service retirement annuity under 4213—whether married or unmarried—remain ineligible for survivor annuity benefits.

### **c. More recent amendments to the DB Plan**

[62] Since the enactment of P.L. 11-171, section 4217(b), regarding survivors of annuitants, was subsequently recodified as 4 GCA § 8134(b) and remained unchanged until 2012, when the

Legislature repealed and reenacted section 8134 through P.L. 31-192. The Legislature stated its intent “to consolidate and clarify the various sections of §§ 8104 and 8134 to *conform to the prior intent underlying* § 8134 and amendments thereto.” P.L. 31-192:1 (emphasis added). Thus, we interpret this repeal and reenactment “not as a true repeal but as an affirmation and continuation of the original provision.” 73 Am. Jur. 2d *Statutes* § 261 (Nov. 2025 Update). We interpret the legislative changes “as amendments effective from the time the new statute goes into effect.” *See id.* As the Legislature intended section 8134 to have the same effect before and after the 2012 repeal and reenactment, we read the two versions of the law with each other to effectuate the Legislature’s intent “to consolidate and clarify the various sections of §§ 8104 and 8134 to *conform to the prior intent underlying* § 8134 and amendments thereto.” P.L. 31-192:1 (emphasis added).

[63] P.L. 31-192 changed the introductory language in section 8134 from “Upon death of a member, while in service, having completed at least three (3) years of total service” to “Upon the death of a member who has completed at least three (3) years of total service, or upon the death of a member in the line of duty.” *Contrast* 4 GCA § 8134(a) (2005), *with* 4 GCA § 8134 (as repealed and reenacted by P.L. 31-192:5). Given the Legislature’s express intent to consolidate and clarify sections 8104 and 8134 to “conform to the prior intent underlying” section 8104 and its amendments, we conclude that the Legislature intended section 8134 to continue to apply to current employees who died while in service and had completed at least three years of service and current employees who died in the line of duty.

[64] The more difficult question—and the question here—is whether the Legislature intended to expand surviving spouse annuity benefits to all members receiving service retirement annuities—including those who separated from service under 4 GCA § 8130.

[65] As discussed above, P.L. 11-171:5 revised the language in section 4217 (the predecessor to 4 GCA § 8134) as it pertained to survivor benefits upon the death of an annuitant:

(b) Payment to surviving spouse and minor children of annuitant. Upon death of an annuitant, if a surviving spouse and/or children survive, annuities shall be payable to them at the same rate and under the same conditions as are applicable to survivors of a member whose death occurs while in service.

Guam Gov't Code § 4217(b) (as repealed and reenacted by P.L. 11-171:5). Thus, under section 4217(b), which was eventually recodified as 4 GCA § 8134(b), survivors of annuitants were eligible to receive survivors' annuities to the same extent as survivors of members whose death occurred while in service under the prior subsection (a). *See* 4 GCA § 8134(a), (b) (2005). In line with its express intent to consolidate and clarify the various sections of 8104 and 8134, the Legislature reorganized and reworded section 8134. The 2012 (and current) version of section 8134 provides, in pertinent part:

**§ 8134. Survivor Annuities and Death Benefits.**

Upon the death of a member who has completed at least three (3) years of total service, or upon the death of a member in the line of duty, survivor annuities and death benefits shall be payable to eligible survivors in Subsection (a) for the applicable term set forth in Subsection (b).

(a) Eligible Survivors.

(1) The following persons shall be eligible to receive the following survivor benefits or death benefits as set forth in this Article. Eligibility shall be determined as of the date of death of a member, whether in service, in the line of duty, or in retirement.

(A) Surviving Spouse Annuity. A surviving spouse, as defined in § 8104(v), shall be eligible to receive a surviving spouse annuity upon the death of a member.

....

(b) Term of Survivor Benefits.

(1) A surviving spouse annuity shall be payable as of the death of the member . . . .

....

(c) Optional Provisions for Unmarried Employees. . . .

....

4 GCA § 8134 (as repealed and reenacted by P.L. 31-192:5).

[66] Additionally, P.L. 31-192 amended the definition of “surviving spouse” to read:

(v) “Surviving Spouse” means a living spouse of a deceased, active or retired member of the Fund, or of a deceased COLA Awardee, in a marriage legally recognized by Title 19, Chapter 3 of the Guam Code Annotated, or in a marriage recognized by the laws of the jurisdiction where the marriage was contracted. A domestic relations order may provide that a former spouse shall be treated as the current spouse of a deceased member for purposes of eligibility for surviving spouse benefits under § 8134.

4 GCA § 8104(v) (as amended by P.L. 31-192:4).<sup>16</sup> That the Legislature amended this definition at the same time it repealed and reenacted section 8134 is significant in terms of statutory interpretation. *Cf. Walliby*, 2024 Guam 13 ¶ 13 (“Reading the statutory scheme consistently and as a whole, and because the legislature enacted these sections in tandem, we conclude the legislature intended the same language used in both sections to have the same meaning.”). The Legislature directed: “A surviving spouse, as defined in § 8104(v), shall be eligible to receive a surviving spouse annuity upon the death of a member.” 4 GCA § 8134(a)(1) (as repealed and reenacted by P.L. 31-192:5). “Surviving spouse” includes “a living spouse of a . . . retired member.” *Id.* § 8104(v) (as amended by P.L. 31-192:4). Thus, section 8134 is not generally limited to only active members unless otherwise provided by law, but all those who had previously been included under section 8134, including surviving spouses of “annuitants” under former section 8134(b). *See* 4 GCA § 8134(b) (2005) (“Payment to Surviving Spouse . . . of Annuitant”). Neither “retired member” nor “annuitant” has been defined by the Legislature. However, as discussed below, we construe the statutes as continuing the legislative intent since the enactment of the original DB Plan to exclude spouses of members who separate under 4 GCA § 8130(a)(2)

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<sup>16</sup> The first definition of “Surviving Spouse” was codified in 2007 by P.L. 29-004:10 (Sep. 10, 2007). The legislature amended the definition to include those with a domestic relations order. *See* P.L. 31-192:4 (Feb. 27, 2012). The 2012 amendment is the only amendment to the definition to date. *See* 4 GCA § 8104, SOURCE (noting amendment to subsection (v) in 2012 and subsequent amendments to subsections (w) and (p) in 2013, 2016, and 2020).

from receiving a surviving spouse annuity, unless the member is an inactive member and meets the requirements under section 8133.

**4. Given the entire statutory scheme, the Legislature intended to continue to exclude spouses of members who separate from service and receive a service retirement annuity under section 8130(a)(2) from receiving a surviving spouse annuity upon the member's death**

[67] We recognize the understandable confusion caused by the multiple ambiguities in the legislative scheme. If read in isolation, current section 8134 could be read as a general grant of survivor annuities to include spouses like Takako, whose spouse receives a service retirement annuity under section 8130, and further, that Joseph could seemingly qualify as a “retired member,” entitling Takako to section 8134 benefits. But we find this interpretation misguided.

[68] The Legislature’s repeal and reenactment of section 8134 and its stated legislative intent reflect a desire to continue to include those already included under the statute—and to continue to exclude those who were excluded previously. Its revised terms reflect a legislative intent to include surviving spouses of retired members. We find that to be “retired,” the member must meet the conditions of sections 8119, 8120, or 8120.1, whichever applies, or the conditions of the disability retiree statute, 4 GCA § 8123. In essence, the Legislature collapsed former subsection 8134(b)’s provision regarding “Payment to Surviving Spouse . . . of Annuitant” with (1) current subsection 8134(a)(1)’s provision that, for purposes of eligibility for a surviving spouse annuity, a “surviving spouse” is one as defined under section 8104(v), and (2) current subsection 8104(v)’s definition of “surviving spouse” itself, which includes “a living spouse of a . . . retired member.” *See* 4 GCA § 8134 (2005); 4 GCA §§ 8104(v), 8134 (as amended/repealed and reenacted by P.L. 31-192). This is in line with the Legislature’s express intent “to *consolidate and clarify* the various sections of §§ 8104 and 8134 to *conform to the prior intent underlying* § 8134 and amendments thereto.” P.L. 31-192:1 (emphases added). Thus, the 2012 amendments to sections 8104 and 8134 did not

expand eligibility for surviving spouse annuities but merely reorganized and reworded the various subsections of section 8134 for clarity, consolidating the provision regarding payments to surviving spouses of “annuitants” with subsection 8104(v)’s definition of “surviving spouse” as including the spouse of a “retired member.” The Legislature never changed section 8130’s key limitation “without choice of any of the optional survivors’ benefits hereinunder described,” which further supports our construction that the Legislature did not intend to expand eligibility for a surviving spouse annuity to spouses of members who separate from service and receive a service retirement annuity under section 8130(a)(2).

[69] When the DB Plan is read as a whole, the Legislature did not intend to provide a surviving spouse annuity to the spouse of a member who separated from service and opted to receive a service retirement annuity under 4 GCA § 8130(a)(2). The only exception is for the surviving spouse of an inactive member who had completed at least 20 years of total service before separation from service and who died before receiving their first deferred retirement annuity payment. 4 GCA § 8133. The statutory scheme as a whole shows that the Legislature intended for the surviving spouses of members who separate from service without meeting the specified thresholds for service and retirement age to receive—if designated as a beneficiary or through the member’s estate—a one-time death benefit of \$1,000 and a refund of the member’s remaining contributions to the Fund, including regular interest—but nothing more. *See id.* § 8132.

[70] The legislative history of the DB Plan further strengthens this conclusion. Under no prior version could a person separate after 16 years of service, begin receiving a service retirement annuity, and also be eligible for surviving spouse annuity benefits. Retaining section 8130’s explicit exclusion from optional survivors’ benefits expresses the legislative intent to continue to exclude members like Joseph from the entirety of section 8134. We conclude that Takako is excluded from section 8134 survivor benefits. Takako may be entitled to a refund of any of

Joseph's remaining contributions under section 8132 should he predecease her, but she will not be owed a surviving spouse annuity.

**C. The Guthries' Argument that P.L. 26-035's Definition of "Member" Remains in Effect, Entitling Takako to Section 8134 Benefits, Fails**

[71] From the enactment of the original DB Plan in 1951 until September 2001, the term "member" was defined as follows: "'Member' shall mean any employee included in the membership of the fund." Guam Gov't Code § 4203(d) (1952); *see also* Guam Gov't Code § 4203(d) (1970) (same); 4 GCA § 8104(d) (1995) (same). On September 28, 2001, the Legislature enacted a different definition of "member" under 4 GCA § 8104(d) (the "September definition"). P.L. 26-035:IV:14 (Sep. 28, 2001). This definition was short-lived; the Legislature repealed it less than two months later in P.L. 26-058 and reenacted the former definition. *See* P.L. 26-058:10 (Nov. 20, 2001) ("Sections 11 through 28 of Chapter IV of Public Law 26-35 are hereby *repealed*, and Section[] 8104(d) . . . of Title 4 of the Guam Code Annotated in existence prior to the enactment of P.L. 26-35 [is] hereby reenacted."). The Guthries argue that P.L. 26-058 was void, meaning that the September definition remains in effect. Appellants' Br. at 20-21. The Guthries contend that Joseph meets the September definition of "member" provided in P.L. 26-035, so Takako is entitled to a surviving spouse annuity under section 8134. *Id.* at 12-13, 33-34.

[72] We express no opinion on the Guthries' claim that P.L. 26-058 was non-germane, illegally passed, or void.<sup>17</sup> Instead, we conclude that even under the September definition, those receiving

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<sup>17</sup> The Guthries contend that the governor who signed P.L. 26-058 "was of the belief" that it was "non-germane and therefore in violation of 2 GCA 2108(a)," because the bill contained more than one subject matter. Appellants' Br. at 15-18 (first citing 2 GCA 2108(a) (2005); and then citing Gov. Letter to Legis. Sec'y, P.L. 26-058 (Nov. 20, 2001)). Generally, the legislature may not pass bills that "contain *more than* one (1) subject matter, . . . unrelated subjects *or* pertain to multiple projects." 2 GCA § 2108(a) (2005). When signing P.L. 26-058 into law, the Governor wrote: "Section 10 of this legislation, Substitute Bill No. 162, adds a rider that repeals the same provisions passed less than two months ago . . . . It is a non-germane and unrelated amendment added as a rider in the dead of night. . . . This rider did not have a public hearing . . . ." Gov. Letter to Legis. Sec'y at 3. The Guthries argue: "His failure to return the bill to Legislature, and signing it instead, constituted *prima facie* Official Misconduct, making his signature on the bill *ultra vires* and the repeal of P.L. 26-35-IV:14, putatively effected by PL 26-58:10, *void*." Appellants' Br. at 15, 20 (citing 9 GCA § 49.90 (2005)).

a service retirement annuity under 4 GCA § 8130(a)(2)—like Joseph, who had only 16 years of service—are excluded from the surviving spouse annuity benefits provided under section 8134.

[73] The September definition of “member” was as follows:

(d) “*Member*” shall mean any employee included in the membership of the Fund who is or has been an employee enrolled in the Fund and who is or may be eligible to receive, or is currently receiving, a benefit, or whose beneficiaries are or may become eligible to receive a benefit. The term does not include an individual who is no longer in the employ of the government and has not accrued any non-forfeitable benefits in the Fund.

P.L. 26-035:IV:14. This definition included one who “has been an employee enrolled in the Fund and . . . is currently receiving[] a benefit.” *Id.* However, this does not negate that Joseph opted to receive a service retirement annuity under 4 GCA § 8130 “without choice of any of the optional survivors’ benefits hereinunder described.” *See* 4 GCA § 8130(a)(2). Nor does it negate that Joseph did not meet the retirement criteria under 4 GCA § 8120.1 or the exceptions for inclusion in section 8134 benefits under section 8133 or 8101.2(b)(9). Under both P.L. 26-035’s and P.L. 26-058’s definitions of “member,” Takako is excluded from section 8134 benefits.

#### **D. The Guthries’ *Chevron*-Deference Argument Fails**

[74] The Guthries argue that the Board’s regulations should be accorded *Chevron* deference. Appellants’ Br. at 25. Their *Chevron*-deference argument proposes that under the Board’s regulations, because Joseph is a “vested” member (having worked for GovGuam for more than five years) and entitled to “a deferred pension benefit,” Takako is then entitled to section 8134 benefits. *Id.* at 22-28 (citing 2 Guam Admin. R. & Regs. (“GAR”) § 3102(g) (2004)). This argument fails for multiple reasons.

[75] *Chevron* deference once stood “at the heart of modern administrative law.” *Schafer v. Astrue*, 641 F.3d 49, 61 (4th Cir. 2011) (citing *Chevron, U.S.A., Inc. v. Nat. Res. Def. Council, Inc.*, 467 U.S. 837, 865-66 (1984), *overruled by, Loper Bright Enters. v. Raimondo*, 603 U.S. 369

(2024)). But last year, the Supreme Court of the United States overruled *Chevron* in *Loper Bright Enterprises v. Raimondo*, 603 U.S. 369, 412 (2024). No longer finding the *Chevron* doctrine a proper or helpful framework, the Court stated, “[C]ourts need not . . . defer to an agency interpretation of the law simply because a statute is ambiguous.” *Loper Bright*, 603 U.S. at 413.

[76] Although this court need not defer to an agency’s interpretation, we can consider it while knowing the ultimate task of interpreting law rests soundly with the court and not the agency. *See id.* at 402 (“[A]lthough an agency’s interpretation of a statute ‘cannot bind a court,’ it may be especially informative ‘to the extent it rests on factual premises within [the agency’s] expertise.’” (second alteration in original) (quoting *Bureau of Alcohol, Tobacco & Firearms v. Fed. Lab. Rels. Auth.*, 464 U.S. 89, 98 n.8 (1983))). While the Supreme Court overruled *Chevron*, it did not “call into question prior cases that relied on the *Chevron* framework,” and it affirmed that their holdings “are still subject to statutory *stare decisis*” despite their reliance on *Chevron*. *Id.* at 412. Even considering the Guthries’ cited regulation, Takako still would not be entitled to section 8134 benefits.

[77] This court has explained that *Chevron* deference applies “only where the legislature ‘understood that the ambiguity would be resolved, first and foremost, by the agency, and desired the agency (rather than the courts) to possess whatever degree of discretion the ambiguity allows.’” *Chargualaf*, 2021 Guam 17 ¶ 11 (quoting *Port Auth. of Guam v. Civ. Serv. Comm’n (Javelosa)*, 2018 Guam 9 ¶ 8). “In other words, ‘*Chevron* deference will apply only where the legislature expressly or implicitly intended it to apply,’ and ‘interpretive rules’ generally do not enjoy such deference.” *Id.* (quoting *Javelosa*, 2018 Guam 9 ¶ 8).

[78] The Legislature did not “expressly or implicitly intend[]” for *Chevron* deference to apply in this case. *See id.* The Legislature instructed: “The Board shall establish rules and regulations to implement the provisions of this Chapter which shall not be inconsistent herewith.” 4 GCA

§ 8142 (2005). Title 4 GCA § 8134 provides: “Eligibility [for survivor benefits or death benefits] shall be determined as of the date of death of a member, whether in service, in the line of duty, or in retirement.” *Id.* § 8134(a)(1) (as repealed and reenacted by P.L. 31-192:5). Elsewhere in the DB Plan, the Legislature directed when decisions were within the Board’s discretion. *See, e.g., id.* § 8130(a)(4); *id.* § 8143 (as amended by P.L. 32-086:4 (Nov. 27, 2013)). We find this means that the Legislature did not intend for eligibility for section 8134 benefits to be within an agency’s discretion but determined based on the statutory text. *See Walliby*, 2024 Guam 13 ¶ 22. While the Board is empowered to establish rules and regulations to *implement* the DB Plan, they remain bound by the Plan’s statutory scheme. *See* 4 GCA § 8142. As there is inadequate support “for the notion that the legislature intended to vest [the Government of Guam Retirement Fund] with discretion to resolve definitional ambiguities on its own,” the agency’s regulations are not entitled to deference. *See Chargualaf*, 2021 Guam 17 ¶ 12 n.2.

[79] Further, the Guthries’ cited regulation deals with calculating a member’s number of years in service, not surviving spouse benefits, and is therefore irrelevant to determining the issues in this matter. *See* 2 GAR §§ 3101-3110. The regulations’ purpose is “[t]o prescribe the policies, procedures and rules relative to service claims for the uniform implementation of Chapter 8, 4 GCA, as amended.” *Id.* § 3101(2). For “all service claims inclusive of claims received by the Fund on and after April 10, 1989,” the “rules and regulations are designed to codify the existing practices and procedures of the Fund as well as to systematize the application of newer provisions of law. In most cases, the requirements and computation methods have been in use since the inception of the Fund.” *Id.* § 3101(3). The regulations’ glossary section provides: “Words and phrases *used herein shall have the meaning contained in 4 GCA [§] 8104*, and as may be further clarified below, except where, as clearly indicated by context, the normal meaning may be construed.” *Id.* § 3102(1) (emphasis added). The definitions given in the regulations were not

intended to, nor could they, supplant the statutory definitions in 4 GCA § 8104. Rather, 2 GAR § 3102 provides definitions for words and phrases used in 2 GAR, Chapter 3, Article 1.

[80] Still, the definitions in the regulations are consistent with this court's interpretation of the law. The regulations provide that "a member is any person *who is* an employee of the Government of Guam and who is a proper Fund member. In certain circumstances, categories of membership are referred to by law." 2 GAR § 3102(2)(d) (emphasis added). This provision further provides: "Member is any member who is *currently employed* by the Government of Guam and is currently contributing to the Fund as required under 4 GCA § 8136." *Id.* § 3102(2)(d)(1) (emphasis added). These definitions support a finding that section 8130 separators are excluded from 8134 benefits.

[81] Other definitions in the regulations are likewise inapposite. "Retiree means any person currently in receipt of a regular or disability benefit from the Government of Guam Retirement Fund." *Id.* § 3102(2)(f). "Regular Retiree means a person whose benefit is based on total service credit and his average annual salary as prescribed under 4 GCA § 8119, § 8120, or § 8120.1. A regular retiree may further be classified as a Service, Optional (reduced), or Age retiree." *Id.* § 3102(f)(1). While Joseph may be a "retiree" for the purposes of calculating years of service under the regulations, he is not a "regular retiree." Even under this regulation, being a "retiree" by receiving a service retirement annuity under section 8130 is insufficient to extend all benefits otherwise due to a "regular retiree."

[82] The Guthries' reliance on the definition of "vested status" is also misplaced. The regulations provide:

(g) Vesting or Vested Status shall mean the attainment by a member of the minimum requirement for entitlement to a deferred pension benefit. . . . The minimum requirement for a person who joined the Fund after October 1, 1981 is five (5) years. Government of Guam services for this purpose include contributing membership services as computed in accordance to 4 GCA § 8114 for which contributions have not been withdrawn and properly credited excluded services.

*Id.* § 3102(2)(g). Joseph’s rights have vested, as he worked for GovGuam for over five years. However, those rights do not include surviving spouse annuity benefits, but rather the option to receive a service retirement annuity under section 8130, which he began receiving when he separated from service at age 60.

[83] Finally, the regulations provide that “Survivor means the surviving spouse of a person who dies while: (1) in receipt of a retiree or disability benefit . . . .” *Id.* § 3102(2)(h). For the purposes of calculating Joseph’s number of years in service, Takako may be a surviving spouse of a retiree. However, she is not thereby entitled to section 8134 benefits. Based on our discussion above, the legislative history of the DB Plan shows that the Legislature intended to distinguish a true “retiree”—i.e., those who retired under one of the “retirement” statutes, 4 GCA §§ 8119, 8120, or 8120.1, or under the disability retirement statute, 4 GCA § 8123—from those who separated from service under 4 GCA § 8130 and did not meet the requirements of one of the retirement statutes. Further, this regulation cannot override the fact that Joseph elected to separate from service after less than 20 years and receive a service retirement annuity “without choice of any of the optional survivors’ benefits.” 4 GCA § 8130(a)(2).

[84] To the extent this regulation could be informative, or that we wished to consider it in our analysis, the Guthries’ *Chevron*-deference argument nevertheless fails. The regulations’ definitions are consistent with our interpretation of the DB Plan, which excludes Takako from section 8134 benefits. Notably, our interpretation of the DB Plan is also largely consistent with the Board’s interpretation of the Plan. *See* RA, tab 3 (Mem. P. & A. Supp. Pet. Peremptory Writ Mandamus), Ex. 3 (Dec. Pet. Decl. Ruling). To the extent we were inclined to give any deference to the Board—*Chevron* or otherwise—doing so would hurt rather than help the Guthries’ case. In any event, under its current precedent, the U.S. Supreme Court would consider eligibility under 4 GCA § 8134 to be a matter of statutory interpretation, warranting no deference to agency

interpretation. *See Loper Bright*, 603 U.S. at 412–13. The statutory text establishes that Takako has no right to a surviving spouse annuity.

## V. CONCLUSION

[85] The Legislature enacted multiple ambiguous provisions, amendments, and reenactments, leading to multiple possible interpretations of the provisions of the Defined Benefit Plan relevant to this case. Reading the statutory scheme as a whole and given its legislative history, we agree with the Superior Court’s determination that Takako is not entitled to a surviving spouse annuity under 4 GCA § 8134.

[86] Joseph fails to meet the requirements under the statutory provisions extending section 8134 surviving spouse annuity benefits. While he receives a service retirement annuity under 4 GCA § 8130(a)(2), he separated from service before meeting the retirement criteria under 4 GCA § 8120.1. He is not a “retired member” but a member who separated from service and elected to receive a service retirement annuity “without choice of any of the optional survivors’ benefits.” *See* 4 GCA § 8130(a)(2). Thus, Takako would not meet the statutory definition of “surviving spouse,” which includes spouses of retired members, that would entitle her to section 8134 benefits. *See* 4 GCA § 8134 (providing benefits to eligible survivors); *id.* § 8104(v) (defining “surviving spouse”); *id.* § 8120.1 (listing conditions under which a member “may retire”); *id.* § 8123 (listing conditions for disability retirement). Joseph further fails to meet the requirements of other statutory provisions that extend section 8134 benefits to spouses of members of the Fund. *See* 4 GCA § 8134; *id.* § 8101.2(b)(9) (extending section 8134 benefits to spouses of members who die during qualified military service); *id.* § 8133 (extending section 8134 benefits to spouses of members who die while not in service but had completed at least 20 years of service before separation).

[87] A review of the legislative history of the DB Plan further underscores this conclusion. The Legislature has uniformly withheld surviving spouse annuities from spouses of members who

separated from service under section 8130 without meeting the retirement or disability criteria or an exception such as that for inactive members under section 8133. And the Guthries' *Chevron*-deference argument misses the mark.

[88] The Legislature intended for the designated beneficiaries or estate of a member who separates from service under section 8130, leaving no person entitled to survivor annuities, to receive a one-time death benefit and a refund of the member's contributions to the Fund, if any remain after subtracting the total amount of annuity payments received by the member. Should Joseph predecease Takako, she may be entitled to these benefits under section 8132, but she will not be owed a surviving spouse annuity.

[89] We **AFFIRM**.

/s/

JOHN A. MANGLONA  
Justice *Pro Tempore*

/s/

PERRY B. INOS  
Justice *Pro Tempore*

/s/

ROBERT J. TORRES  
Chief Justice