

BACKGROUND

The Defendant was charged with Family Violence (As a Misdemeanor) and Resisting Arrest (As a Misdemeanor) on December 26, 2020. *See* Magis. Compl. (Dec. 26, 2020). On November 22, 2021, the Defendant entered a Deferred Plea of Guilty to Family Violence (As a Misdemeanor). *See* Order After Hearing (Dec. 2, 2021). The Court deferred acceptance of the Defendant's guilty plea for one year and ordered the Defendant to comply with the terms of the Deferred Plea Agreement. *Id.* at 1–2. As part of the Deferred Plea Agreement, Defendant acknowledged and understood that the maximum sentence for misdemeanor family violence is one year of incarceration and up to a \$1,000 fine. *See* Deferred Plea Agreement at 1 (Dec. 2, 2021). The Agreement also required the Defendant to report to Client Services and Family Counseling (“CSFC”) for intake and assessment; follow all treatment recommendations, including behavioral-health programming through Guam Behavioral Health and Wellness Center (“GBHWC”), if recommended; check in with Probation once a month or as determined by Probation; pay \$80 in court costs; complete an alcohol assessment at New Beginnings and follow treatment recommendations; submit to drug and alcohol testing as determined by Probation; obey all federal and local laws; surrender firearms and firearms permits; and refrain from harassing, assaulting, or threatening the victim. *Id.* at 1–2. *See also* Order After Hearing (Deferred Plea Agreement Entered] (Dec. 2, 2021).

The Order After Hearing further provided that if the Defendant failed to comply with the Deferred Plea Agreement, and if the Court found that he violated its terms, the Court could accept and enter the Defendant's guilty plea and sentence him accordingly. *Order After Hearing* at 2. However, if the Defendant faithfully complied with the terms and conditions of supervision, the case would be dismissed and the arrest expunged from the Defendant's record. *Id.*

1 **A. The Defendant's multiple violations during deferred probationary**
2 **supervision**

3 During the Defendant's term of supervision, the Probation Services Division
4 ("Probation") filed four violation reports. Probation also filed an informational report after the
5 Defendant was indicted in a separate felony case, Superior Court of Guam Case No. CF0194-25.
6 *Informational Report Re: New Arrest* (Mar. 31, 2025).

7 For the first violation, Probation reported that the Defendant failed to complete an intake
8 and assessment with CSFC; failed to complete an intake and assessment with GBHWC; failed to
9 make any payments toward his \$80 court cost balance in accordance with his payment plan; and
10 failed to report monthly to Probation as ordered in December 2021 and January 2022. *First*
11 *Violation Report* (Feb. 7, 2022). He had last reported to Probation on November 23, 2021. *Id.*

12 For the second violation, Probation reported the same allegations contained in the First
13 Violation. *Second Violation Report* (Aug. 26, 2022). Specifically, Probation informed the Court
14 that Defendant had not yet completed an intake and assessment with either CSFC or GBHWC;
15 had made no payments toward his \$80 court cost balance; and had still not reported to Probation
16 since November 23, 2021. *Id.* The Court issued a warrant of arrest based on the second violation,
17 with bail affixed at \$2,000. *Warrant of Arrest* (Sep. 1, 2022). After the Defendant's return on the
18 warrant, the Court imposed a one-day sentence as a sanction, ordered the Defendant to check in
19 with Probation on release, and extended his probationary period to September 20, 2024. *Minutes*
20 *of Hr'g on Return of Warrant of 9/21/2023* at 2:31:12 PM to 2:33:15 PM (Sep. 21, 2023).

21 For the third violation, Probation reported that the Defendant:

22 Failed to report weekly in person to the Probation Office. The defendant last
23 reported on September 22, 2023. Attempts to contact the defendant via phone on
24 October 11, 12, and 17, 2023 have been unsuccessful. A home visit was conducted
25 on October 16, 2023 at 202 Maite Plaza Robat Street, Maite. A notice was posted
26 on apartment 202 which stated the occupants were not tenants and must leave the
27 unit.
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1 *Third Violation Report* (Oct. 20, 2023). The Court issued a warrant on the third violation, with
2 bail affixed at \$500. *Warrant of Arrest* (Jan. 16, 2024). The warrant was outstanding for over one
3 year. Finally, on February 11, 2025, a Return of Warrant Hearing was held, and the Defendant
4 was released the same day with orders to report to probation and to complete his conditions of
5 probation. *Minutes of Hr'g on Return of Warrant of 2/11/2025* at 10:05:38 AM to 10:06:07 AM
6 (Feb. 11, 2025). Specifically, the Court ordered the Defendant to report to Probation, complete
7 an assessment with CFSC and GBHWC, and extended his term of probation for another year to
8 February 10, 2026. *Id.* at 10:03:21 AM to 10:06:07 AM.

10 Despite the repeated instructions and multiple chances given to the Defendant, a Fourth
11 Violation was filed wherein Probation reported that the Defendant:

13 Failed to report to the Probation Office upon his release from the Department of
14 Corrections on February 11, 2025. The defendant was instructed by the Court to
15 report to the Probation Office no later than 10 am on February 12, 2025 but failed
16 to report. According to a male individual, the defendant does not reside at 135 Pugua
St. Mangilao (the location where the defendant was picked up on a warrant on
January 29, 2025).

17 *Fourth Violation Report* (Feb. 19, 2025). The Court issued yet another warrant of arrest, with bail
18 affixed at \$2,000. *Warrant of Arrest* (Mar. 7, 2025).

19 On March 31, 2025, Probation filed an Informational Report advising the Court that the
20 Defendant had been indicted in a new case, Criminal Case No. CF0194-25. *Informational Report*
21 *Re: New Arrest* (Mar. 31, 2025). The report stated that the Indictment charged the Defendant with
22 Complicity to Commit Aggravated Murder (As a First Degree Felony), Complicity to Commit
23 Murder (As a First Degree Felony), Complicity to Commit Arson (As a Third Degree Felony),
24 Complicity to Commit Obstructing Government Function (As a Misdemeanor), and Complicity
25 to Commit Destruction of Evidence (As a Misdemeanor), and that the Defendant had been
26 committed on \$100,000 cash bail in that matter. *Id.*

1 The People filed the instant Motion to Revoke on April 4, 2025. The Defendant filed his
2 Opposition to the Motion for Revocation of Probation (“Opposition”) on April 29, 2025. The
3 Defendant argued that probation serves a rehabilitative purpose; that revocation should be a last
4 resort; that he had not harassed, assaulted, or threatened the victim in this case since the
5 underlying 2020 incident; and that treatment in the community would be more effective than
6 confinement. Opp’n at 1–3 (Apr. 29, 2025). He requested another opportunity to complete
7 probation. *Id.* at 3.

9 A Revocation Hearing was held on April 3, 2026. The People argued *inter alia* that the
10 Defendant had made no progress on completing his conditions of probation since 2021, had not
11 attended treatment, and had been charged in CF0194-25, for which he was detained at the DOC.
12 *Revocation Hr’g Mins.* at 11:44:00 AM to 11:44:40 AM (Apr. 3, 2026). The Defendant requested
13 dismissal and expungement and stated that it was difficult for him to get around. *Id.* at 11:44:51
14 AM to 11:46:04 AM. After hearing the parties’ arguments, the Court took the Motion under
15 advisement. *Id.* at 11:47:49 AM.

17 DISCUSSION

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19 If the court finds that the Defendant has “inexcusably failed to comply with a substantial
20 requirement imposed as a condition of the order,” it may revoke probation and sentence or
21 resentence the offender. 9 GCA § 80.66(a)(2). If a court chooses to revoke probation, the court
22 may sentence the defendant to any sentence that it may have originally imposed. 9 GCA §
23 80.66(b). However, it shall not revoke probation for a defendant’s violation of a condition unless
24 the court determines that revocation “will best satisfy the ends of justice and the best interests of
25 the public” under all circumstances. 9 GCA § 80.66(a)(2).
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1 The Supreme Court of Guam held that “probation is a favor granted by the state, not a
2 right to which a criminal defendant is entitled.” *People v. Camacho*, 2009 Guam 6 ¶ 26 (quoting
3 *Parker v. State*, 676 N.E.2d 1083, 1085 (Ind. Ct. App. 1997)). To revoke a defendant’s probation,
4 the court must make two determinations. First, the court must “make a factual determination that
5 a violation of a condition of probation has actually occurred.” *Id.* ¶ 27 (quoting *Parker*, 676
6 N.E.2d at 1085). If the violation is proven, then the court must “determine if the violation warrants
7 revocation of probation.” *Id.*

9 **A. The Defendant repeatedly violated the conditions of his probation by failing to**
10 **report to probation and by failing to complete them.**

11 The standard for determining whether a probationer violated a condition of probation is
12 that “the evidence and the facts be such as reasonably necessary to satisfy the judge that the
13 probationer’s conduct has not been as required by the conditions of probation.” *Camacho*, 2009
14 Guam 6 ¶ 30 (quoting *People v. Angoco*, 1998 Guam 10 ¶ 7). When facing revocation, “the
15 defendant bears the burden of showing an excuse for failure to comply with the condition.” *Id.*
16 (quoting *State v. Peters*, 609 A.2d 40, 43 (N.J. 1992)).

18 In this case, the Defendant accumulated four violation reports during his deferred
19 probationary term. The Court can factually determine that the violations occurred after reviewing
20 Probation’s reports and the Court’s own record of events, as well as the Defendant’s admissions
21 to the violations during each violation hearing or return of warrant hearing. The Deferred Plea
22 Agreement required the Defendant to report to CSFC for intake and assessment, follow treatment
23 recommendations, check in with Probation once a month or as determined by Probation, pay \$80
24 in court costs, undergo an alcohol assessment at New Beginnings, obey all laws, and refrain from
25 harassing, assaulting, or threatening the victim. The violation reports establish that the Defendant
26 failed to complete the CSFC and GBHWC intake assessments, failed to make any payments
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1 toward court costs, and failed to report to Probation for extended periods, including immediately
2 following the Court's order to do so each time his warrants of arrest were canceled.

3 The Defendant did not materially dispute the core reporting and treatment violations.
4 Indeed, he had admitted to each instance of the violations. Instead, his written Opposition
5 requested another opportunity to complete probation, and at the April 3, 2026 hearing, the
6 Defendant stated that it was difficult for him to get around. That explanation does not excuse the
7 full course of noncompliance reflected in the record. The Defendant stopped reporting almost
8 immediately after the Deferred Plea Agreement was entered; he remained noncompliant through
9 the second violation; he failed to report weekly after the Court gave him another opportunity and
10 extended supervision; and he again failed to report after being released from confinement in
11 February 2025, in blatant violation of the Court's oral order and admonishment. Based on the
12 violation reports, Probation's statements at the Revocation Hearing, and the parties' arguments,
13 the Court finds that the Defendant violated multiple conditions of his probation on several
14 occasions.
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17 **B. The Defendant's violations warrant revocation of probation.**
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19 With regard to probation revocation, the Supreme Court of the United States has noted
20 that "the State clearly has an interest in punishment and deterrence, but this interest can often be
21 served fully by alternative means . . . [T]he state is not powerless to enforce judgments against
22 those financially unable to pay a fine. For example, the sentencing court could extend the time
23 for making payments, or reduce the fine, or direct that the probationer perform some form of labor
24 or public service in lieu of the fine." *Bearden v. Georgia*, 461 U.S. 660, 671–72 (1983) (internal
25 citations and quotations omitted).
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As mentioned earlier, the Court may revoke probation if it finds that the probationer has “inexcusably failed to comply with a substantial requirement imposed as a condition of the order.” 9 GCA § 80.66(a)(2). In other words, a probationer’s violation warrants revocation when the violation upsets the intent of the probation conditions. In *Camacho*, the Supreme Court of Guam held that the probationer’s failure to report for drug testing was serious enough to warrant revocation because the violated condition related directly to treatment. *Camacho*, 2009 Guam 6 ¶ 32. Although the defendant in *Camacho* also failed to pay a fine, the Supreme Court reasoned that failure to pay alone was not as serious as failing to report for drug testing where the defendant had been convicted of drug-related offenses and drug testing was imposed to ensure sobriety. *Id.*

Here, the Court does not revoke probation based on the Defendant’s nonpayment of court costs alone. The Court is mindful that the Deferred Plea Agreement did not impose the \$1,000 maximum fine, and the Court noted at the hearing that the Defendant’s remaining financial obligation was the \$80 in court costs. The more substantial violations are the Defendant’s repeated failures to report to Probation and to complete the intake and treatment requirements that were central to the Deferred Plea Agreement. Those reporting and treatment conditions were not technical formalities. They were the mechanisms by which Probation could monitor the Defendant, connect him with services, ensure compliance with family-violence-related treatment requirements, and protect the victim and the public while giving the Defendant the opportunity to earn dismissal and expungement of this case.

The Defendant requested continued probation, citing rehabilitation and arguing that confinement should be a last resort. Opp’n at 1–3. The Court agrees that probation is intended to promote rehabilitation where possible. But rehabilitation through probation requires the Defendant to maintain contact with Probation and *actually* participate in the services ordered by

1 the Court. The record shows the opposite. The Defendant failed to report monthly soon after the
2 Deferred Plea Agreement was entered; failed to complete the initial assessments necessary to
3 begin treatment; failed to report from December 2021 through July 2022; failed to report weekly
4 after supervision was extended; could not be reached by phone or located during a home visit in
5 October 2023; and failed to report immediately after his February 2025 release despite a direct
6 order from the Court.
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8 The Court also provided the Defendant with multiple opportunities short of revocation.
9 The Court deferred acceptance of his guilty plea, released him after prior warrant proceedings,
10 directed him to check in with Probation, extended his probationary period, and continued the June
11 27, 2025, revocation hearing while ordering him held to receive credit. Despite those
12 opportunities, the Defendant had made no meaningful progress on the conditions that remained
13 central to the Deferred Plea Agreement. At the April 3, 2026, hearing, the People argued that the
14 Defendant had made no progress since 2021, had not attended treatment, and was charged in a
15 new case, Criminal Case No. CF0194-25, for which he was facing serious charges and was
16 detained at DOC. The Court does not adjudicate the pending charges in CF0194-25 in this
17 Decision and Order; nevertheless, the pending prosecution and the Defendant's continued
18 detention in that case reinforce the Court's conclusion that, even if the Court were to grant him
19 another opportunity to complete the conditions of his Deferred Plea Agreement, he would be
20 unable to do so due to his continued confinement in the new case.
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24 Unless the Court determines that revocation "will best satisfy the ends of justice and the
25 best interests of the public" under all circumstances, the Court shall not revoke probation for
26 violating a probationary condition. 9 GCA § 80.66(a)(2). Here, the Defendant's repeated
27 reporting and treatment violations defeated the rehabilitative purpose of the Deferred Plea
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1 Agreement and left Probation unable to supervise him effectively. The Court has attempted lesser
2 alternatives over a period of years, but the Defendant has not complied with the basic conditions
3 necessary for probation to function. The Defendant's violations therefore warrant revocation.

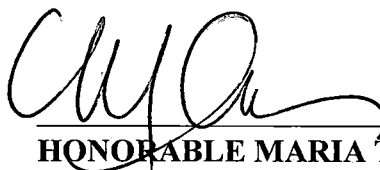
4 Because the Defendant has inexcusably failed to comply with substantial conditions of his
5 probation, the Court finds that revocation of the Defendant's probation will best satisfy the ends
6 of justice and the best interests of the public. Therefore, the Court grants the People's Motion to
7 revoke the Defendant's probation.
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9 **CONCLUSION**

10 For the reasons stated above, the Court hereby **GRANTS** the People's Motion to Revoke
11 the Defendant's Probation and **REVOKES** the Defendant's probation in the above-captioned
12 matter. The Defendant is **SENTENCED** to serve **ONE (1) YEAR** of incarceration at the
13 Department of Corrections, Mangilao, and shall receive credit for time already served in this
14 matter. The Defendant asks this Court to commit him *nunc pro tunc* to the date on which he was
15 confined in CF194-25. The Court **DENIES** this request.
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17 The Court shall issue a Judgment concurrent with this Decision and Order revoking the
18 Defendant's probation, accepting and entering the Defendant's guilty plea and conviction, and
19 imposing the one-year sentence.
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21 **SO ORDERED** this 29th day of July, 2026.

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24 **HONORABLE MARIA T. CENZON**
25 Judge, Superior Court of Guam
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