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SUPREME COURT  
OF GUAM

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**IN THE SUPREME COURT OF GUAM**

Case No.: ADM2008-001-01

**In Re Temporary Coverage  
of Traffic and Small Claims  
Divisions**

**ORDER**

Pursuant to USPL 108-378, Title 7 GCA § 6108 and Supreme Court of Guam Case No. ADM2008-001 Robert Klitzkie shall also hear such matters as come before the Traffic and Small Claims Divisions of the Superior Court of Guam during the period from April 1, 2008 through and including April 30, 2008.

The Clerk of Court of the Superior Court is hereby directed to insert the case number for each case assigned under this order in the space provided below, to file the order in said case and to enter upon the minutes of said case the filing of this order.

**Superior Court of Guam Case No.:** \_\_\_\_\_

**SO ORDERED** this 1st day of April, 2008.

  
\_\_\_\_\_  
**ROBERT J. TORRES**  
Chief Justice

20080685



**ADDENDUM TO EMPLOYMENT AGREEMENT**

The proper and efficient administration of justice necessitates the following additions to the Employment Agreement entered into on October 2, 2007 between the Judiciary of Guam and Robert Klitzkie:

- A. Insert at the end of the paragraph numbered "2" which is found on pages 2-3 of the Agreement: "For the 30-day period of April 1, 2008 through April 30, 2008 Judge *Pro Tem* shall also undertake the duties and responsibilities relative to presiding over Small Claims and Traffic matters before the Superior Court of Guam."
  
- B. Insert immediately following the first sentence of the paragraph numbered "3" on page 3 of the Agreement: "However, from and after April 1, 2008, pursuant to Title 7 GCA § 6108 Judge *Pro Tem* shall be compensated at an effective annual salary identical to those compensated pursuant to Title 7 GCA § 3106.1."

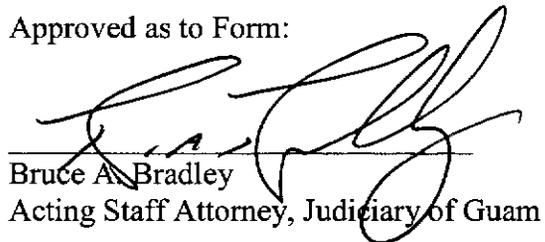
A copy of the original October 2, 2007 Employment Agreement is attached hereto as Exhibit "A."

EXECUTED this 1<sup>st</sup> day of April, 2008.

Approved as to Form:

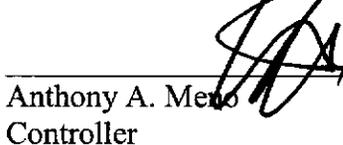
  
\_\_\_\_\_  
Robert Klitzkie

Date: 1 April 2008

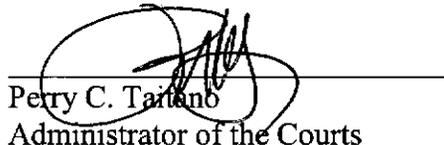
  
\_\_\_\_\_  
Bruce A. Bradley  
Acting Staff Attorney, Judiciary of Guam

Date: 4-1-08

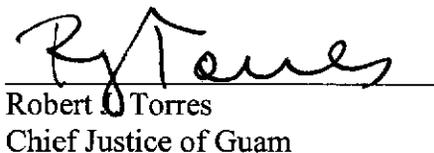
Certified Funds Available:

  
\_\_\_\_\_  
Anthony A. Meno  
Controller

Date: 4-1-08

  
\_\_\_\_\_  
Perry C. Taitano  
Administrator of the Courts

Date: 4/1/08

  
\_\_\_\_\_  
Robert Torres  
Chief Justice of Guam

Date: 4-1-08



## EMPLOYMENT AGREEMENT

This Agreement is made this 2 day of October, 2007, between the Judiciary of Guam and Robert Klitzkie.

WHEREAS it appears that a vacancy will soon be created on the Superior Court of Guam trial court bench as a result of current Judge Katherine A. Maraman's elevation to the position of Associate Justice of the Supreme Court of Guam, and

WHEREAS the collective caseload of the Judiciary's trial courts is a significant burden when a full contingent of seven (7) trial court judges occupies the bench; and

WHEREAS this burden has been expressly illustrated in the context of an independent study recently commissioned and completed by the National Center for State Courts which suggested that at least one additional Superior Court judge be added to the trial court bench to maximize efficiencies; and

WHEREAS it is of vital importance to the Judiciary that its operations continue at their current level of efficiency, especially given the time standards the Supreme Court of Guam has adopted through its Administrative Rule 05-001, as mandated by law, regarding the timely disposition of matters taken under advisement by its trial court as well as the movement of cases through the judicial process; and

WHEREAS the combined caseload of seven full-time judges being spread across only six full-time judges while the trial court is without a seventh full-time judge will likely result in ever increasing delays in the proper dispensation of justice; and

" EXHIBIT A "

WHEREAS such delays would be inconsistent with the time standards articulated in Administrative Rule 05-001; and

WHEREAS the Chief Justice of the Supreme Court of Guam has determined in writing, pursuant to Title 4 GCA 4103(e), that maintaining a full contingent of seven judicial officers on the trial court bench to the extent practicable is critical to the public health, safety and welfare of the community;

NOW THEREFORE, pursuant to 48 U.S.C § 1424-1(b) and Title 7 GCA §§ 6108, 6115 and 3109(c), Robert Klitzkie (hereinafter “Judge *Pro Tem*”) shall be appointed by the Chief Justice of the Supreme Court of Guam as a Judge Pro Tempore to begin such duties as are contemplated herein upon the unavailability of Judge Maraman to carry out Superior Court of Guam duties due to her elevation to the Supreme Court of Guam.

This agreement is subject to the following terms:

1. Judge *Pro Tem* will be an unclassified employee whose employment is for the specific project of enabling the Judiciary to maintain a full contingent of seven (7) full-time judicial officers on the Superior Court of Guam trial bench until such time as Judge Maraman’s vacated position is permanently filled but not to exceed 180 days from the day Judge *Pro Tem* assumes the duties contemplated herein.

2. Subject to paragraph four (4) herein, Judge *Pro Tem* shall immediately undertake the full time duties and responsibilities contemplated herein upon confirmation of Judge Maraman’s appointment to the position of Associate Justice of the Supreme Court of Guam and shall be assigned pending cases previously assigned to Judge Maraman and shall thereafter also be assigned cases which would have been assigned to Judge Maraman pursuant to the case

**Employment Agreement – Robert Klitzkie**  
**October 2007**  
**Page 3 of 4**

assignment protocol articulated in Supreme Court of Guam Administrative Rule 05-001 had she remained on the Superior Court bench in her capacity as a non-Specialty Court Judge as contemplated by Administrative Rule 05-001. Provided, however, that such assignment of cases to Judge *Pro Tem* shall not apply to cases assigned to Judge Maraman prior to her confirmation as Associate Justice of the Supreme Court of Guam which she remains responsible for pursuant to 7 GCA § 3103(f) subsequent to such confirmation. This project necessarily includes but is not limited to assignment of such responsibilities as management of staff and compliance with established time standards in a manner identical to that expected of Superior Court of Guam judges.

3. Judge *Pro Tem* shall be compensated at the hourly rate of \$48.00 for hours worked not in excess of 80 hours per two-week pay period. It is expressly agreed and understood by the parties hereto that Judge *Pro Tem* shall not receive or accrue the following under this agreement: Holiday pay; annual, sick or military leave; medical or dental insurance; life insurance.

4. In the interest of the proper administration of justice, the parties hereto agree that, notwithstanding other provisions of this agreement, Judge *Pro Tem* shall not undertake any duties or responsibilities of this project until such time as he has successfully completed the General Jurisdiction course at the National Judicial College (“NJC”) in Reno, Nevada, and Judge Maraman has been confirmed to the position of Associate Justice of the Supreme Court of Guam. Furthermore, Judge *Pro Tem* shall not receive any compensation as contemplated in paragraph three (3) herein until such time as he undertakes the full time duties and responsibilities contemplated herein. It is further agreed that upon termination or expiration of this agreement on its general terms the reasonable expenses incurred by Judge *Pro Tem* in attending the NJC course

shall be reimbursed by the Judiciary. However, if this agreement is terminated for any reason prior to expiring on its general terms the parties hereto agree that Judge *Pro Tem* will not be reimbursed for such expenses.

5. This contract may be terminated at any time by the Judiciary. If such termination occurs, Judge *Pro Tem* shall be entitled to compensation pursuant to the terms herein for work performed pursuant to the contract.

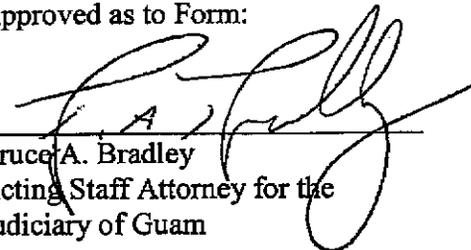
6. This contract is subject to the laws of Guam.

7. If any provision of this agreement is deemed invalid by a court of competent jurisdiction such provision shall be severed and, to the extent practicable, the remaining terms and conditions shall remain in effect.

EXECUTED this 2 day of October, 2007.

  
\_\_\_\_\_  
Robert Klitzkie

Approved as to Form:

  
\_\_\_\_\_  
Bruce A. Bradley  
Acting Staff Attorney for the  
Judiciary of Guam

Certified Funds Available:

  
\_\_\_\_\_  
for Anthony A. Meno  
Controller

  
\_\_\_\_\_  
for Perry C. Taitano  
Administrator of the Courts

  
\_\_\_\_\_  
F. Philip Carbullido  
Chief Justice of Guam