







1 as described in that Resubdivision Survey Map, dated February 7, 1997 and  
2 recorded February 7, 1997, at the Records Division, Department of Land  
3 Management, Government of Guam, under Document No. 558981. Area: 67,338±  
4 Square Meters.

4 Last Certificate of Title Number: 136388 issued to Archbishop of Agaña, A  
5 Corporation Sole, Anthony Sablan Apuron, OFM Cap., D.D. Incumbent.

6 **Parcel No. 2.**

6 Lot No. 90-2-R1-RNEW-3 (Subdivision of Lot No. 90-2-R1-RNEW),  
7 Municipality of Yona, Territory of Guam, Estate No. 13882, Suburban, as said Lot  
8 is marked and designated on Drawing No ES-9325, as L.M. Check No. 162FY97,  
9 as described in that Resubdivision Survey Map, dated February 7, 1997, and  
10 recorded February 7, 1997, at the Records Division, Department of Land  
11 Management, Government of Guam, under Document No. 558981. Area: 5,643 ±  
12 Square Meters.

11 Last Certificate of Title Number: 136387 issued to Archbishop of Agaña, A  
12 Corporation Sole, Anthony Sablan Apuron, OFM Cap., D.D. Incumbent.

13 **Parcel No. 3.**

13 Lot No. 90-2-R1-RNEW-1-R/W (Subdivision of Lot No. 90-2-R1-RNEW),  
14 Municipality of Yona, Territory of Guam, Estate No. 13882, Suburban, as said Lot  
15 is marked and designated on Drawing No ES-9325, as L.M. Check No. 162FY97,  
16 as described in that Resubdivision Survey Map, dated February 7, 1997, and  
17 recorded February 7, 1997, at the Records Division, Department of Land  
18 Management, Government of Guam, under Document No. 558981. Area: 2,363 ±  
19 Square Meters.

18 Last Certificate of Title Number: 136389 issued to Archbishop of Agaña, A  
19 Corporation Sole, Anthony Sablan Apuron, OFM Cap., D.D. Incumbent.

20 **Parcel No. 4**

20 Lot No. 90-2-R1-RNEW-2-R/W (Subdivision of Lot No. 90-2-R1-RNEW),  
21 Municipality of Yona, Territory of Guam, Estate No. 13882, Suburban, as said Lot  
22 is marked and designated on Drawing No ES-9325, as L.M. Check No. 162FY97,  
23 as described in that Resubdivision Survey Map, dated February 7, 1997, and  
24 recorded February 7, 1997, at the Records Division, Department of Land  
25 Management, Government of Guam, under Document No. 558981. Area: 488 ±  
26 Square Meters.

25 Last Certificate of Title Number: 136390 issued to Archbishop of Agaña, A  
26 Corporation Sole, Anthony Sablan Apuron, OFM Cap., D.D. Incumbent.

27 Certificates of title to the Yona Properties were later issued to the Archbishop of Agaña, the  
28 corporation sole, in or about March 2016.

1           13. In or about November 2002, the Archdiocese of Agaña, then under the governance  
2 and control of Archbishop Apuron, caused articles of incorporation of Defendants RMS and  
3 RMHF to be filed with the Department of Revenue and Taxation, Government of Guam. The  
4 stated purpose of the entities under their articles, which were substantially similar to each other,  
5 was to “establish and conduct” a seminary (or House of Formation) to “prepare men for the  
6 priesthood for the new evangelization following the life and itinerary of the *Neocatechumenal*  
7 *Way...*” (RMS Articles of Incorporation, Art. III) (emphasis added).

8           14. The sole member of the RMS and the RMHF is the Archbishop of Agaña.

9           15. In or about 2003, an anonymous donor from the mainland U.S. made a sizable  
10 monetary gift to the Archdiocese of Agaña, which allowed the Archdiocese of Agaña to pay off  
11 the balance of the unsecured loan for the Yona Properties.

12           16. Years later, on or about November 22, 2011, a Declaration of Deed Restriction  
13 (“Deed Restriction”) was executed by Archbishop Apuron (then still the incumbent Archbishop  
14 of Agaña) and recorded with the Department of Land Management under Instrument No. 829322.  
15 The Deed Restriction declares, in relevant part that the Yona Properties shall be “dedicated, to  
16 and for the use, of the REDEMPTORIS MATER ARCHDIOCESAN MISSIONARY  
17 SEMINARY OF GUAM, A NON-PROFIT CORPORATION WITH IDENTIFICATION  
18 NUMBER #66-0626532, IN PERPETUAL USE AS A SEE OF THE REDEMPTORIS MATER  
19 ARCHDIOCESAN MISSIONARY SEMINARY OF GUAM, AND BY THE BLESSED DIEGO  
20 LUIS DE SAN VITORES CATHOLIC THEOLOGICAL INSTITUTE FOR OCEANIA.”

21           17. Upon information and belief, while the Archdiocese of Agaña was under the control  
22 of Archbishop Apuron, one of the principal justifications proffered by the Archdiocese for the  
23 execution of the Deed Restriction was that the 2003 donation was specifically intended for the  
24 RMS and the Blessed Diego Theological Institute and dedicated to the Neocatechumenal Way.  
25 However, a recent public disclosure made by the donor’s representative revealed that the  
26 justification asserted by the Archdiocese was untrue and that the gift was, in fact, not earmarked  
27 for the RMS or the Blessed Diego Theological Institute.

1           18. Other problems and infirmities have been discovered, and continue to be  
2 discovered, concerning the Deed Restriction, thus causing, and continuing to cause, much  
3 concern, controversy, and division among Catholics in Guam.

4           19. On several occasions from 2015 to 2016, the Holy See, under the authority of Pope  
5 Francis, directed Archbishop Apuron to cancel and annul the Deed Restriction. However,  
6 Archbishop Apuron did not comply with those directives.

7           20. On June 6, 2016, Archbishop Apuron was relieved of his pastoral governance of the  
8 Archdiocese of Agaña by the authority of Pope Francis, and since then has been precluded from  
9 exercising the civil and ecclesiastical authority of the Archbishop of Agaña.

10           21. Also on June 6, 2016, by the special mandate of Pope Francis, Archbishop Savio  
11 Hon Tai Fai, Secretary of the Holy Roman Catholic Church's Congregation for the  
12 Evangelization of Peoples, based in the Vatican, was appointed Apostolic Administrator of the  
13 Archdiocese of Agaña to replace Archbishop Apuron in exercising the full authority of the  
14 Archbishop of Agaña, civilly and ecclesiastically without exception, until further decision of the  
15 Pope.

16           22. During Archbishop Hon's governance, he continually called for compliance with  
17 the Pope and the Holy See's directives regarding cancellation of the Deed Restriction and called  
18 on those then associated with the RMS/RMHF to voluntarily comply with such directives.  
19 However, no actions were taken by them.

20           23. Then, on October 31, 2016, Pope Francis appointed the Most Rev. Michael Jude  
21 Byrnes, previously the Auxiliary Bishop of Detroit, as Coadjutor Archbishop of Agaña with  
22 Special Faculties to replace Archbishop Apuron in exercising the authority of the Archbishop of  
23 Agaña, civilly and ecclesiastically without exception. Upon appointment of Archbishop Byrnes,  
24 Archbishop Hon thus concluded his mission as Apostolic Administrator, but remains on Guam  
25 pending Archbishop Byrnes' arrival so as to facilitate the transition, and to represent the Holy See  
26 in the ordinary administration of the Archdiocese of Agaña during the transition period.

27           24. Shortly thereafter, in November 2016, by exercising the full authority of the  
28 Archbishop of Agaña, and acting as sole member of the RMS and RMHF entities, Archbishop

1 Byrnes executed and accomplished a formal reorganization of the RMS and RMHF entities by  
2 amending the articles of incorporation and/or bylaws of the entities. As a result of the  
3 reorganizations and amendments, Archbishop Byrnes assumed full control of the RMS/RMHF  
4 entities, and was installed as the Sole Director, Chairman, President, and Secretary. All other  
5 positions on the RMS/RMHF board of directors and board of guarantors were abolished, and  
6 prior office holders automatically relieved of their duties. Moreover, the amendments to the  
7 articles of incorporation mandated that Archbishop Byrnes would be the only person authorized  
8 to act on behalf of the RMS/RMHF entities with regard to (a) any acts or actions related to real  
9 property or any interest in real property, including but not limited to transferring, granting,  
10 conveying, renting, leasing, encumbering, exchanging, buying, selling, or mortgaging of real  
11 property; and (b) the institution, prosecution, assertion, or defense of any legal proceedings of  
12 whatsoever nature involving the entities, including any lawsuits, mediations, or arbitrations.

13 25. Upon the accomplishment of the above-described actions, and with the concurrence  
14 of Archbishop Hon, Secretary of the Congregation for the Evangelization of Peoples, in his  
15 capacity as authoritative representative of the Holy See, Archbishop Byrnes, acting on behalf of  
16 the RMS/RMHF, as well as the Blessed Diego Theological Institute, on the one hand, and as the  
17 Archbishop of Agaña, the corporation sole, on the other hand, executed a cancellation of the Deed  
18 Restriction and executed a deed conveying the Yona Properties to the Archbishop of Agaña, the  
19 corporation sole, to the extent that the RMS/RMHF entities had any interest in the Yona  
20 Properties. The cancellation and deed were recorded with the Department of Land Management,  
21 Government of Guam. Moreover, under Archbishop Byrnes' authority, the RMS/RMHF  
22 surrendered possession of the Yona Properties to the Archbishop of Agaña, the corporation sole.

23 26. The instant action instituted by the Plaintiff is not intended to undermine in any way  
24 or to any extent the transactions and reorganizational actions taken by the Plaintiff as discussed  
25 above, but is meant instead as an ancillary measure to protect and reserve Plaintiff's rights with  
26 regard to the Yona Properties.

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1 **FIRST CLAIM**

2 **QUIET TITLE**

3 27. Plaintiff incorporates by reference as though fully set forth herein, each and every  
4 preceding paragraph in this Complaint.

5 28. Plaintiff is the sole owner in fee simple of the Yona Properties, with full and  
6 unrestricted title, use, possession, and control of the Yona Properties.

7 29. Nonetheless, Plaintiff is informed and believes and thereon alleges that one or more  
8 of Defendants may claim, or continue to claim, through one or more recalcitrant individuals  
9 purporting to act on their behalf, an interest in the Yona Properties adverse to the Plaintiff's  
10 ownership and interest, in spite of the corporate actions recently taken by the Plaintiff to regain  
11 complete corporate and management control of the RMS/RMHF, to cancel the Deed Restriction,  
12 and to cause execution of a grant deed of the Yona Properties to the Plaintiff (to the extent that  
13 the RMS/RMHF had any interest in or to the Yona Properties).

14 30. Plaintiff seeks in this action to quiet title against any claims of the Defendants and  
15 each of them. It is Plaintiff's position that the Defendants have no right, title, or interest  
16 whatsoever in or to the Yona Properties or any part thereof.

17 31. Plaintiff seeks to quiet title in the Yona Properties solely in its name, free and clear  
18 of any claimed interest by the Defendants.

19 **SECOND CLAIM**

20 **DECLARATORY RELIEF**

21 32. Plaintiff incorporates by reference as though fully set forth herein, each and every  
22 preceding paragraph in this Complaint.

23 33. An actual controversy has existed and that may continue exist between Plaintiff and  
24 one or more Defendants, concerning their respective rights in or to the Yona Properties. Plaintiff  
25 asserts that it has unrestricted ownership and use of the properties, and that as a result of  
26 corporate actions taken by the Plaintiff to regain complete control of the RMS/RMHF, and to  
27 cancel the Deed Restriction and cause the execution of a grant deed of the Yona Properties to the  
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1 Plaintiff (to the extent that the RMS/RMHF had any interest in or to the Yona Properties),  
2 Defendants have no interest, legal or equitable, in and to the Yona Properties.

3 34. Plaintiff seeks a judicial determination to confirm that Defendants have no  
4 enforceable interest, legal or equitable, in or to the Yona Properties.

5 **THIRD CLAIM**

6 **INJUNCTIVE RELIEF**

7 35. Plaintiff incorporates by reference as though fully set forth herein, each and every  
8 preceding paragraph in this Complaint.

9 36. Upon information and belief, at times relevant herein while the RMS/RMHF was  
10 under the control and/or administration of Archbishop Apuron, officers, directors, and others  
11 purporting to act on behalf of Defendants, including certain individuals under the auspices and  
12 control of, or otherwise associated with, the Neocatechumenal Way, did not comply with, or join  
13 in, efforts to restore ownership and control of the Yona Properties back to the Archdiocese of  
14 Agaña, in accordance with the directives of the Holy See, under the authority of Pope Francis.

15 37. Such individuals did not comply with the directives of the Holy See to repeal and  
16 rescind the Deed Restriction, or restore the properties back to the complete control and  
17 governance of the Archbishop of Agaña, even after the suspension of Archbishop Apuron.

18 38. An injunction should issue enjoining Defendants and/or any of their previous or  
19 former members, officers, directors, guarantors, employees, agents, and any and all persons  
20 purporting to act on behalf of them, or acting in concert with any of them, from taking any action  
21 that could adversely affect Plaintiff's title and right to the possession and control of the Yona  
22 Properties, and right to the quiet use and enjoyment of the Yona Properties.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE** Plaintiff prays:

25 1. For a judgment declaring that Plaintiff has sole and exclusive legal title to the Yona  
26 Properties;

27 2. For a judgment declaring that Defendants and each of them, have no enforceable  
28 legal or equitable interest in the Yona Properties;



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VERIFICATION

I certify and declare that I have read the foregoing complaint, and know its contents, and am authorized to make this verification for and on behalf of the Plaintiff. The matters stated in the document described above are true of my own knowledge and belief, except as to matters stated on information and belief, and as to those matters I believe them to be true.

+ *Savio Hon Tai Fai*

\_\_\_\_\_  
Most Rev. Savio Hon Tai Fai, S.D.B.  
For Most Rev. Michael Jude Byrnes  
Coadjutor Archbishop of Agaña,  
With Special Faculties

SUBSCRIBED AND SWORN TO BEFORE ME this 18 day of November, 2016, by  
Most Rev. Savio Hon Tai Fai.

*Edna M. Topasna*  
\_\_\_\_\_  
Notary Public

**EDNA M. TOPASNA**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **JULY 28, 2017**  
P.O. Box 138 Hagåtña, Guam 96932

