



1 purposes of the Enforcement of Proper Government Spending Act, 5 GCA §7101 et  
2 seq.

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4 4. From January 3, 2011 through on or about September 17, 2014, when the last payment  
5 was made pursuant to it, as the Attorney General of Guam Defendant Rapadas was  
6 responsible for it, and knew or should have known, that Mr. John Patrick Mason ("Mr.  
7 Mason"), his Deputy of the OAG's Civil/Solicitor Division, was being paid  
8 approximately \$157,186.00 of government money per year pursuant to an independent  
9 contractor's contract, as alleged herein, with the Office of the Attorney General  
10 ("OAG"); which contract was being annually renewed. A true and correct copy of Mr.  
11 Mason's independent contractor's contract is attached hereto as **Exhibit 1** (ten pages),  
12 and respectfully incorporated herein by this reference. Upon information and belief,  
13 \$157,186.00 represents what the approximate total annual cost to the government  
14 would have been if Mr. Mason were to have been paid as a classified employee at the  
15 OAG at his merit system attorney classification pay scale.  
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18 5. At all times relevant hereto (i.e., from January 3, 2011 through on or about September  
19 17, 2014, after which Defendant Rapadas did not renew Mr. Mason's contract), while  
20 Mr. Mason was being paid this approximately \$157,186.00 of government money per  
21 year pursuant to his independent contractor's contract, Mr. Mason was also "double-  
22 dipping." That is, he was receiving an annuity of approximately \$52,000.00 per year  
23 pursuant to the Government of Guam Defined Benefits Plan, based upon years of  
24 service as a classified attorney at the OAG. True and correct copies of Government of  
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1 Guam Retirement Fund certifications that Mr. Mason was receiving an annuity in this  
2 same timeframe are attached hereto as **Exhibit 2** (two pages), and respectfully  
3 incorporated herein by this reference.  
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5 6. At all times relevant hereto, Defendant Rapadas knew or should have known that by  
6 annually renewing Mr. Mason's independent contractor's contract, he was enabling  
7 Mr. Mason to so "double-dip."  
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9 7. At all times relevant hereto, Defendant Rapadas knew or should have known that the  
10 reason for giving Mr. Mason his contract, as opposed to requiring that Mr. Mason  
11 work at the OAG as a classified employee, if at all, was to enable Mr. Mason to evade  
12 laws that prohibited such double-dipping.  
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15 8. At all times relevant hereto, Defendant Rapadas knew or should have known that  
16 Public Laws 30-196, 31-77, 31-233, and 32-068, the budget acts for the four relevant  
17 fiscal years, all permitted the OAG to enter into independent contractor's contracts,  
18 such as Mr. Mason's contract, for attorney's services, only for areas in which it is  
19 impracticable or impossible for the OAG to proceed with its employed attorneys; and  
20 that those Public Laws also emphatically required, unlike the relevant Public Law  
21 when Mr. Mason's contract was first entered into, back in 2007, that such contracts  
22 with the OAG *shall* (emphasis supplied) be let in accordance with the procurement  
23 laws of Guam. True and correct copies of the relevant sections of these Public Laws  
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are attached hereto as **Exhibits 3** (two pages), **4, 5, and 6** (two pages) and are respectfully incorporated herein by this reference.

9. Upon information and belief, at all times while Defendant Rapadas was the Attorney General of Guam and Mr. Mason's independent contractor's contract with the OAG was in effect, the contract was *not* let in accordance with the procurement laws of Guam; and Mr. Mason was *not* providing attorney's services to the OAG in areas in which it was impracticable or impossible for the OAG to proceed with its employed attorneys. At all times relevant hereto, Defendant Rapadas (and Mr. Mason) knew or should have known this.

10. Defendant Rapadas nevertheless at least once, either personally or by and through his authorized agent, Phillip J. Tydingco, his Chief Deputy Attorney General, signed a re-certification for Mr. Mason's contract, certifying that Mr. Mason was providing services to the OAG in areas in which it was impracticable or impossible for the OAG to proceed with its employed attorneys. A true and correct copy of one such a re-certification, from October 1, 2012 (for fiscal year 2013), is attached hereto as **Exhibit 7** (two pages), and respectfully incorporated herein by this reference. (This re-certification also expressly referenced Public Law 31-233, which required that any such a contract *shall* be let in accordance with the procurement laws of Guam).

11. If, while defendant Rapadas was the Attorney General of Guam, Mr. Mason actually did handle any matters it would have been impracticable or impossible for the OAG's

1 employed attorneys to handle, those matters were very few, and they did not take up  
2 the majority or even a substantial minority of Mr. Mason's time; and in any event, in  
3 those years, Mr. Mason's contract to handle any such matters was not let in accordance  
4 with the procurement laws of Guam.

6 12. At all times relevant hereto, Defendant Rapadas nevertheless continued to authorize  
7 the payment of Government of Guam money to Mr. Mason pursuant to his  
8 independent contractor's contract, despite knowing that Mr. Mason was not handling  
9 matters it would be impracticable or impossible for the OAG's employed attorneys to  
10 handle, and despite knowing the contract had not been let in accordance with the  
11 procurement laws of Guam. While being thus contracted, Mr. Mason filled the  
12 supervisory position of being the Deputy of the OAG's Civil/Solicitor Division. No  
13 law provides for that position being independently contracted. The relevant  
14 government employment personnel rule, Government of Guam Department of  
15 Administration Personnel Rules and Regulations ¶ 4.604(C)(4), a true and correct copy  
16 of which is attached hereto and respectfully incorporated herein as **Exhibit 8** (three  
17 pages), in fact provides that an individual who has a "Contract for Personnel Services,"  
18 a "consultant," (as Mr. Mason is identified as being in Exhibit 7), would not perform  
19 or supervise the performance of government functions; as defendant Rapadas (and Mr.  
20 Mason) at all times relevant hereto knew or should have known.

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24 13. On or about January 7, 2014 through October 9, 2014, a Sunshine Act request, and  
25 follow-up requests, were made to the OAG. These requested a record of the services

1 provided and matters handled by Mr. Mason over the past five years, pursuant to any  
2 re-certifications for his contract, that are or were impracticable or impossible for the  
3 employed attorneys at the OAG to handle. On March 10, 2014 the OAG provided a  
4 stack of invoices submitted by Mr. Mason that listed all the matters he attended to in  
5 the course of each day, but that did not identify which, if any, of those were matters it  
6 would be impracticable or impossible for the employed attorneys at the OAG to  
7 handle. In response to that, on March 13, 2014 a follow-up letter was sent requesting  
8 that the OAG provide a simple list of the matters, perhaps case names, if any, that Mr.  
9 Mason is handling that it would be impossible or impracticable for the employed  
10 attorneys at the OAG to handle. The OAG replied on March 14, 2014, that such a  
11 record does not exist. A true and correct copy of this March 14, 2014 letter is attached  
12 hereto and respectfully incorporated herein as **Exhibit 9**. Another follow-up Sunshine  
13 Act request was submitted on October 9, 2014, and the response provided thereto  
14 similarly did not indicate which, if any, of the matters Mr. Mason attended to in the  
15 course of the days billed in the invoices provided in response thereto, were matters it  
16 would have been impossible or impracticable for the employed attorneys at the OAG  
17 to handle.  
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21 14. On or about June 9, 2014 another Sunshine Act request was made to Defendant  
22 Rapadas, in his capacity as the Attorney General of Guam, requesting a record of  
23 whether Mr. Mason's contract for fiscal year 2013 was let in accordance with the  
24 procurement laws of Guam. A true and correct copy of this letter, and its attachments,  
25 is attached hereto and respectfully incorporated herein as **Exhibit 10** (three pages). On

1 June 23, 2014 the OAG responded with a single page document. This was a  
2 certification for Mr. Mason's contract from January of 2007. A true and correct copy  
3 of the OAG's June 23, 2014 letter and this single page attachment is attached hereto  
4 and respectfully incorporated herein as **Exhibit 11** (two pages). Plaintiff alleges, as  
5 can readily be seen from that single page attachment, that it is not a record of a  
6 procurement; and that in any event the attachment is from the year 2007. Back at that  
7 time the relevant Public Law did not require that a contract such as Mr. Mason's *shall*  
8 be let in accordance with the procurement laws of Guam.  
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11 15. On information and belief, therefore, plaintiff alleges that in all of the years while  
12 Defendant Rapadas was the Attorney General of Guam, Mr. Mason's independent  
13 contractor's contract improperly was *not* let in accordance with the procurement laws  
14 of Guam, despite the relevant Public Laws requiring that such a contract *shall* be so  
15 let; and that while Mr. Mason was being paid government money pursuant to his  
16 contract, he was not handling matters it would have been impracticable or impossible  
17 for the employed attorneys at the OAG to handle, despite the re-certifications for his  
18 contract dishonestly certifying he was and implying that his contract was being let in  
19 accordance with the procurement laws of Guam; and that therefore any Government  
20 of Guam money that was paid to Mr. Mason on his independent contractor's contract  
21 since the time that defendant Rapadas became the Attorney General of Guam, on  
22 January 3, 2011, was expended without proper appropriation, without proper authority,  
23 illegally, or contrary to law; and that as the Attorney General of Guam Defendant  
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1 Rapadas is responsible for all Government of Guam money that was so spent on Mr.  
2 Mason's contract, in an amount of at least \$1,000.00, and of as much as \$590,000.00.  
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5 **SECOND CLAIM**

6 16. Plaintiff repeats and re-alleges all of the allegations in the preceding paragraphs of this  
7 Verified Complaint and respectfully incorporates them herein by this reference as  
8 applying with equal force to Defendant John M. Weisenberger ("Weisenberger"), as if  
9 it were he, and not Defendant Rapadas, named in each of those allegations; with the  
10 additional allegation that Defendant Weisenberger was working primarily in the area  
11 of Government of Guam contract procurement law at the OAG in the year 2010 and  
12 well knew of the unlawfulness of Mr. Mason's independent contractor's contract as  
13 alleged herein.  
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16 17. As relevant hereto, Defendant Weisenberger was the Acting Attorney General of  
17 Guam from on or about October 1, 2010, through January 3, 2011, when Defendant  
18 Rapadas was sworn into office as the Attorney General of Guam. During that  
19 timeframe, Defendant Weisenberger was thus an officer, agent, contractor, or  
20 employee of the Executive Branch of the Government of Guam, for purposes of the  
21 Enforcement of Proper Government Spending Act, 5 GCA §7101 et seq.  
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23 18. On or about October 1 of 2010, while Defendant Weisenberger was the Acting  
24 Attorney General of Guam, he, either personally or by and through his authorized  
25 agent, Phillip J. Tydingco, his Chief Deputy Attorney General, signed a re-certification



1 for Mr. Mason's contract; thereby enabling its renewal, or continuation, certifying that  
2 Mr. Mason was providing services to the OAG in areas in which it was impracticable  
3 or impossible for the OAG to proceed with its employed attorneys. A true and correct  
4 copy of this re-certification, from October 1, 2010 and expressly referencing Public  
5 Law 30-196 is attached hereto as **Exhibit 12** (two pages), and respectfully  
6 incorporated herein by this reference. Although the Public Law referenced in that re-  
7 certification, Public Law 30-196, expressly required that any such a contract *shall*  
8 (emphasis supplied) be let in accordance with the procurement laws of Guam, Mr.  
9 Mason's contract was not being so let. Defendant Weisenberger knew or should have  
10 known that Mr. Mason was not providing services in areas in which it was  
11 impracticable or impossible for the OAG to proceed with its employed attorneys; and  
12 that Mr. Mason's contract was not being let in accordance with the procurement laws  
13 of Guam. He nevertheless signed, or authorized the signing of, this re-certification for  
14 and renewal of Mr. Mason's contract.  
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17 19. Defendant Weisenberger is thus solely responsible for all Government of Guam money  
18 improperly paid to Mr. Mason pursuant to his contract for the three months from  
19 October 1, 2010 through January 3, 2011, when Defendant Rapadas was sworn in as  
20 Attorney General of Guam; in an amount of at least \$1,000.00 and of as much as  
21 \$39,250.00; and he is thus solely, or jointly with Defendant Rapadas, responsible for  
22 all Government of Guam money spent on Mr. Mason's contract for the rest of fiscal  
23 year 2011, that being from January through September of 2011, in an amount of at  
24 least \$1,000.00 and of as much as \$117,775.00.  
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3 **THIRD CLAIM**

4 20. Plaintiff repeats and re-alleges all of the allegations in the preceding paragraphs of this  
5 Verified Complaint and respectfully incorporates them herein by this reference. At all  
6 times relevant to the allegations in the First and Second Claims herein, i.e., from about  
7 October 1, 2010 through September 17, 2014, Defendant Phillip J. Tydingco  
8 ("Tydingco") was the Chief Deputy Attorney General of Guam. During that  
9 timeframe, Defendant Tydingco was thus an officer, agent, contractor, or employee of  
10 the Executive Branch of the Government of Guam, for purposes of the Enforcement of  
11 Proper Government Spending Act, 5 GCA §7101 et seq.  
12

13 21. Defendant Tydingco executed all of the re-certifications for Mr. Mason's independent  
14 contractor's contract, as alleged in the First and Second Claims herein. He did so as  
15 the authorized agent of Defendant Weisenberger with respect to the re-certification  
16 executed on or about October 1, 2010, and as the authorized agent of Defendant  
17 Rapadas with respect to all of the other re-certifications. At all such times he knew, or  
18 should have known, that Mr. Mason was not handling matters at the OAG in areas in  
19 which it was impracticable or impossible for the Office to proceed with its employed  
20 attorneys, and that the contract was not being let in accordance with the procurement  
21 laws of Guam. Defendant Tydingco is thus jointly and severally liable with Defendants  
22 Wesienberger and Rapadas for at least \$1,000.00 and for as much as all amounts that  
23 Defendants Weisenberger and Rapadas are liable for as alleged herein, for the  
24 payments of government money that were improperly expended without proper  
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1 appropriation, without proper authority, illegally, or contrary to law, on Mr. Mason's  
2 contract.

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10 **WHEREFORE**, pursuant to the Enforcement of Proper Government Spending Act, 5  
11 G.C.A. §7101 et seq., plaintiff prays (1) for a personal judgment against Defendant Rapadas in  
12 favor of the Government of Guam for the return to the Government of Guam of all money paid  
13 to Mr. Mason on his independent contractor's contract in the years that Defendant Rapadas, as  
14 the Attorney General of Guam, was responsible for government money being paid to Mr. Mason  
15 on that contract; for a total of at least \$1,000.00 and of as much as \$590,000.00; (2) for a  
16 personal judgment against Defendant Weisenberger solely, in favor of the Government of Guam  
17 and for the return to the Government of Guam of all money paid to Mr. Mason on his  
18 independent contractor's contract for the three months from October 1, 2010 through January 3,  
19 2011; in an amount of at least \$1,000.00 and of as much as \$39,250.00; and solely, or jointly and  
20 severally with Defendant Rapadas, for all Government of Guam money likewise spent from  
21 January 3, 2011 through the end of September, 2011, in the additional amount of \$117,775.00;  
22 (3) for a personal judgment against Defendant Tydingco, in favor of the Government of Guam  
23 and for the return to the Government of Guam, jointly and severally with Defendants  
24 Weisenberger and Rapadas, for at least \$1,000.00 and for as much as all amounts that  
25

1 Defendants Weisenberger and Rapadas are found liable for as alleged herein; and (4) for  
2 attorney's fees and costs of suit, to be assessed jointly and severally against all of the defendants  
3 herein.

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5  
6 Dated this 12/30/2014

William C. Bischoff Law Office

Will Bischoff  
William C. Bischoff, pro se

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9 VERIFICATION

10 I, William C. Bischoff, plaintiff herein, declare under penalty of perjury (6 GCA §4308)  
11 that I am the plaintiff in the above-entitled action and that I have read the foregoing Verified  
12 Complaint and I know its contents to be true of my own knowledge except as to those matters  
13 alleged upon information and belief, and as to those matters, I believe them to be true.

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Will Bischoff  
William C. Bischoff  
12/30/2014

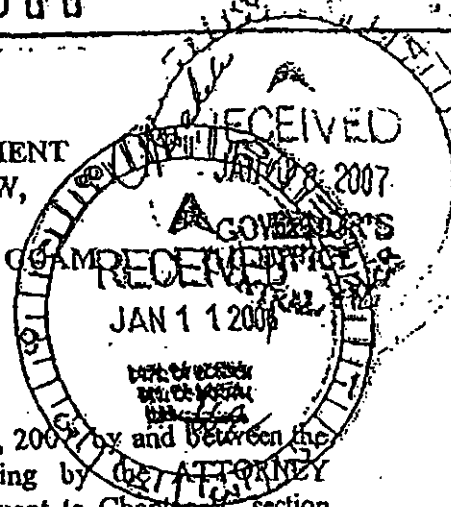
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Bureau of Budget &  
Mgmt. Research

PROFESSIONAL EMPLOYMENT AGREEMENT  
BETWEEN THE DEPARTMENT OF LAW,  
GOVERNMENT OF GUAM,  
ACTING BY THE ATTORNEY GENERAL OF GUAM,  
AND  
JOHN PATRICK MASON, ESQ.



This Agreement, to be effective as of the 1st day of January, 2007, by and between the DEPARTMENT OF LAW, GOVERNMENT OF GUAM, acting by the ATTORNEY GENERAL OF GUAM, Alicia G. Limtiaco, duly authorized pursuant to Chapter V, section 14(d) of Public Law 28-150 (Sept. 30, 2006), with an office at 287 West O'Brien Drive, Hagåtña, Guam 96910 and John Patrick Mason (the "COUNSEL"), whose address is Post Office Box 3568, Hagåtña, Guam 96932.

WITNESSETH:

WHEREAS, the ATTORNEY GENERAL OF GUAM, pursuant to Section 1421g(d)(1) of the Organic Act of Guam (48 U.S.C.), is the Chief Legal Officer of the government of Guam and, pursuant to law, has cognizance of all legal matters, excluding the Legislative and Judicial Branches of the government of Guam, involving the Executive Branch of the government of Guam, its agencies, instrumentalities, public corporations, autonomous agencies and the Mayors Council; and

WHEREAS, all legal services required by the various officers, departments, and boards, specified above are to be performed by the ATTORNEY GENERAL OF GUAM or under her direction; and

WHEREAS, pursuant to Chapter V, section 14(d) of Public Law 28-150 (Sept. 30, 2006), the ATTORNEY GENERAL OF GUAM may procure such assistance as she may require; and

WHEREAS, the ATTORNEY GENERAL OF GUAM requires the professional services of an attorney at law to assist in representing the interests of the Territory of Guam with respect to special tax issues and complex civil litigation which may, from time to time, arise; and

WHEREAS, the nature of the legal services required are such that the ATTORNEY GENERAL OF GUAM has determined that special counsel with particular expertise in the subject areas is warranted; and

WHEREAS, the professional services of the COUNSEL have been made available to the ATTORNEY GENERAL OF GUAM, for the above stated purposes; and

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In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## SECTION 1: SCOPE OF SERVICES

1.1. The services to be performed by the COUNSEL shall consist of the following:

(a) Assisting, advising, representing and providing legal counsel to the Department of Law, government of Guam, in any and all aspects of any civil case, or cases that involve special tax issues and complex civil litigation that may arise from time to time involving the government of Guam, and any other duties and responsibilities that the ATTORNEY GENERAL OF GUAM may deem necessary and appropriate ("Services").

(b) Review, analysis, investigation and research necessary to carry out the Services.

(c) Preparing, writing and providing to the ATTORNEY GENERAL OF GUAM or her designee all documents and instruments, in electronic, magnetic, paper and any other form, which the COUNSEL or ATTORNEY GENERAL OF GUAM deem to be necessary or appropriate to carry out said Services.

(d) Negotiating and/or engaging in mediation, with the approval of the ATTORNEY GENERAL OF GUAM, with any and/or all parties necessary to carry out the Services.

(e) Making all court appearances and filings and representing the Territory of Guam in all actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary and/or appropriate in consultation with the ATTORNEY GENERAL OF GUAM and/or her designee.

(f) Being available upon the reasonable request of the ATTORNEY GENERAL OF GUAM to consult with the members and staff of any ~~committee, board, bureau, institution, office, council, association, instrumentality, commission, department, agency and legislative body of the Territory of Guam, and with any other group or person designated by the~~ ATTORNEY GENERAL OF GUAM.

## SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL OF GUAM shall be ALBERTO E. TOLENTINO, Chief Deputy Attorney General, and his successors in office, whose address is as follows:

Office of the Attorney General of Guam

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P. 3

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Department of Law  
287 West O'Brien Drive  
Hagåtña, Guam 96910

2.2 The person in charge of administering this Agreement on behalf of the COUNSEL shall be JOHN PATRICK MASON whose address is as follows:

Post Office Box 3568  
Hagåtña, Guam 96932

### SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL OF GUAM agrees to compensate the COUNSEL for Services at the rate of Seventy-five dollars and 57/100 (\$75.57) for actual time devoted to performing the Services.

The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL OF GUAM shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL OF GUAM, the Chief Deputy Attorney General or their respective designees. Billings are to be on a bi-weekly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The ATTORNEY GENERAL OF GUAM or her designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as she deems to be necessary or appropriate. All bills must be sent to Office of the Attorney General, 287 West O'Brien Drive, Hagåtña, Guam 96910.

3.3 The ATTORNEY GENERAL OF GUAM agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL OF GUAM shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL OF GUAM or her designee. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL OF GUAM or her designee.

EX-11  
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3.5 The ATTORNEY GENERAL OF GUAM shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual practice of the government of Guam.

3.6 The COUNSEL shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 7.4, and made available and furnished upon request to the ATTORNEY GENERAL OF GUAM or her designee until six (6) years after the termination of this Agreement.

3.7 Maximum compensation under this Agreement shall not exceed One Hundred Fifty-Seven Thousand One Hundred Eighty-Six Dollars (\$157,186.00).

3.8 The ATTORNEY GENERAL OF GUAM shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to an Assistant Attorney General where the ATTORNEY GENERAL OF GUAM, in her sole discretion, finds that such an assignment would best serve the interests of the Territory of Guam.

3.9 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL OF GUAM without the prior written approval of the ATTORNEY GENERAL OF GUAM or her designee.

#### SECTION 4: INDEPENDENT AGENT

4.1 The COUNSEL is not covered by the Governmental Claims Act. COUNSEL contracts herein with the Department of Law as an independent contractor, and is not an employee of the ATTORNEY GENERAL OF GUAM or the Department of Law for the purpose of performing the Services hereunder.

4.2 The COUNSEL shall not be entitled to ~~employee benefits provided under this contract~~ such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the Department of Law.

4.3 The COUNSEL assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws on this subject.

#### SECTION 5: TERMINATION OF AGREEMENT BY THE ATTORNEY GENERAL



EX-11  
P.5

5.1 The ATTORNEY GENERAL OF GUAM, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

5.2 Upon receipt of written notification from the ATTORNEY GENERAL OF GUAM of termination, the COUNSEL shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL OF GUAM or to the extent necessary to prevent the Territory of Guam from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL OF GUAM or her designee as soon as possible, and no later than the fifteenth day following the receipt of the above written notice of termination, together with a description of the cost of the Services performed to the date of termination.

#### SECTION 6: TERMINATION OF AGREEMENT BY THE COUNSEL

6.1 The COUNSEL, on thirty (30) days prior written notice to the ATTORNEY GENERAL OF GUAM, may terminate this Agreement.

6.2 On the effective date of termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The COUNSEL shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL OF GUAM or her designee on or before the fifteenth day following the transmittal of the written notice of termination, together with a description of the cost of the Services performed to said date of termination.

#### SECTION 7: TIME OF PERFORMANCE

7.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the Attorney General of Guam, Chief Deputy Attorney General or their respective designee(s).

7.2 This Agreement will run from its effective date until the tasks set forth in Section 1 of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL OF GUAM, or unless sooner terminated in accordance with Sections 4 or 5 of this Agreement.

#### SECTION 8: REPRESENTATIONS AND WARRANTIES

Ex. 1  
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The COUNSEL represents and warrants to the ATTORNEY GENERAL OF GUAM that:

8.1 The COUNSEL has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

8.2 The COUNSEL will comply with all applicable territorial and federal laws in satisfying its obligations to the ATTORNEY GENERAL OF GUAM under and pursuant to this Agreement.

8.3 The execution, delivery and performance of this Agreement by the COUNSEL will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any administrative agency; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.

8.4 The COUNSEL shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The COUNSEL shall insure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The COUNSEL has performed a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the ATTORNEY GENERAL OF GUAM. During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the Territory of Guam, the Department of Law, the government of Guam or the ATTORNEY GENERAL OF GUAM or create an appearance of impropriety. When there is a disagreement between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL OF GUAM'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL OF GUAM determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the ATTORNEY GENERAL OF GUAM or her designee to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL OF GUAM waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting the COUNSEL'S rights under subsection 6.1 of this Agreement.

8.6 Unless the ATTORNEY GENERAL OF GUAM designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the COUNSEL, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the Territory of Guam and no one else shall have any

EX-11  
P. 7

right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

## SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the ATTORNEY GENERAL OF GUAM or her designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The COUNSEL, upon the request of the ATTORNEY GENERAL OF GUAM or her designee, shall give to the ATTORNEY GENERAL OF GUAM or her designee for her permanent records all original documentation, or, in the sole discretion of the ATTORNEY GENERAL OF GUAM or her designee, copies thereof, filed in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of six (6) years after the termination of this Agreement.

## SECTION 10: INDEMNIFICATION.

10.1 The COUNSEL shall indemnify, defend and hold harmless the Territory of Guam and its successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the COUNSEL or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the COUNSEL while rendering professional services to the State under this Agreement, or (ii) any breach or non-performance by the COUNSEL of any representation, warranty, duty or obligation of the COUNSEL under this Agreement. ~~This indemnity shall not be limited by reason of any insurance coverage required of the COUNSEL.~~ The ATTORNEY GENERAL OF GUAM shall provide timely notice to the COUNSEL of any such pending action.

10.2 The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Actions against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Actions, unless specifically authorized to do so in writing by the ATTORNEY GENERAL OF GUAM or her designee.

## SECTION 11: CHANGES TO THIS AGREEMENT

EJH  
P. 8

11.1 Any and all amendments, charges, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack or insufficiency of consideration, provided, however, that such amendments, extensions, revisions, or discharges are in writing and executed by all the parties to this Agreement.

## SECTION 12: REQUIRED PERSONNEL/OFFICE

12.1 On or before the effective date of this Agreement, the ATTORNEY GENERAL OF GUAM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense, adequate office space within the Office of the Attorney General of Guam, and with support staff, equipment and supplies as may be necessary for the COUNSEL to perform the Services.

## SECTION 13: CONFIDENTIALITY

13.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the COUNSEL under this Agreement are confidential, and the COUNSEL shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL OF GUAM or her designee.

## SECTION 14: MISCELLANEOUS

14.1 This Agreement, its terms and conditions and Actions arising there from shall be governed by Guam law and Guam court decisions. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Guam and the COUNSEL hereby waives any objection which it may now or hereafter have to the laying of venue of any Actions in any forum and further irrevocably submits to the jurisdiction of any of the courts of the Territory of Guam in any Actions.

14.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

14.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

14.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if

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p. 9

---

the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

14.5 The waiver of a term or condition by the ATTORNEY GENERAL OF GUAM or her designee shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL OF GUAM or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL OF GUAM or the Territory of Guam or any department or agency thereof to any Actions.

14.6 References in the feminine gender shall also be construed to apply to the masculine and neuter genders, as the content requires.

14.7 Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the Territory of Guam or the ATTORNEY GENERAL OF GUAM.

14.8 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Emery Air Freight, Airborne, Federal Express, or similar overnight express service, in either case addressed to the parties below:

If to COUNSEL:

John Patrick Mason, Esq.  
Post Office Box 3568  
Hagåtña, Guam 96932

If to the ATTORNEY GENERAL OF GUAM, the Chief Deputy Attorney General as set forth in subsection 2.1, and as follows:

Alberto E. Tolentino, Esq.  
Office of the Attorney General  
Department of Law  
287 West O'Brien Drive  
Hagåtña, Guam 96910

---

or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

14.9 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

14.10 Time is of the essence in this Agreement.

EXL  
p. 16

07-008

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

JOHN PATRICK MASON

1-3-07  
Date

By: John Patrick Mason

TERRITORY OF GUAM

1/3/07  
Date

By: Alicia G. Lintiaico  
Alicia G. Lintiaico  
Attorney General

CERTIFIED FUNDS AVAILABLE:  
Amount: \$157,186  
Account No: 5100A071100GA001-230  
Document No: 6071100007

Certifying Officer: ALBERTO TOLENTINO  
VENDOR NO: 3M521131  
Date: 04 JAN 2007

APPROVED AS TO FORM:

[Signature]  
ALBERTO TOLENTINO, CHIEF DEPUTY ATT. GENE  
Date: 1/4/07

APPROVED: CLEARED PER  
BBMR'S REVIEW

APPROVED:

Carlos P. Bordallo  
CARLOS P. BORDALLO  
Director, Bureau of Budget and  
Management Research  
Date: JAN 06 2007

Michael N. Cruz  
Michael N. Cruz, M.D.  
Acting Governor of Guam  
Date: 9 JAN 2007

RECEIVED  
1/8/07  
\$ 1:40

Etr 21  
Pd



GOVERNMENT OF GUAM  
**RETIREMENT FUND**  
STABILITY • SECURITY • REWARDS

Eddie Baza Calvo  
Governor

Ray Tenorio  
Lieutenant Governor

Paula M. Blas  
Director

Trustees

Joe T. San Agustin  
Chairman

Wittred P. Leon Guerrero, Ed.D.  
Vice-Chairman  
Investment Committee, Chairman

Antolina S. Leon Guerrero  
Secretary

Gerard A. Cruz  
Treasurer  
Audit & Operations Committee,  
Chairman

Katherine T.E. Taitano  
Trustee

James R.F. Duanes  
Trustee

David M. O'Brien  
Trustee

April 10, 2014

William C. Bischoff Law Office  
Suite 500Q, GCIC Bldg.  
Hagåtña, Guam 96910

Re: Sunshine Reform Act request

Dear Mr. Bischoff,

Pursuant to your request dated April 9, 2014 referencing the above subject, I am certifying the following information:

1. Mr. John Patrick Mason is a retiree from the Defined Benefits plan, currently receiving a retirement annuity pursuant to that plan.

The above information satisfies your request, pursuant to 5GCA §10108(c).

Sincerely,



PAULA M. BLAS

EJ-2  
P. 2



GOVERNMENT OF GUAM  
**RETIREMENT FUND**  
STABILITY • SECURITY • REWARDS

Eddie Baza Calvo  
Governor

Ray Tenorio  
Lieutenant Governor

Paula M. Blas  
Director

Trustees:

Joe T. San Agustin  
Chairman

Wilfred P. Leon Guerrero, Ed.D.  
Vice-Chairman  
Investment Committee, Chairman

Antolina S. Leon Guerrero  
Secretary

Gerard A. Cruz  
Treasurer  
Audit & Operations Committee,  
Chairman

Katherine T.E. Taitano  
Trustee

James R.F. Duenas  
Trustee

David M. O'Brien  
Trustee

June 24, 2014

EMAILED TO: [bischoffbill@yahoo.com](mailto:bischoffbill@yahoo.com)

William C. Bischoff Law Office  
Suite 500Q, GCIC Bldg.  
414 W. Soledad Ave.  
Hagåtña, Guam 96932

Re: Sunshine Reform Act Request

Dear Mr. Bischoff,

Pursuant to your request dated June 19, 2014 referencing the above subject, I am certifying the following information:

1. Mr. John Patrick Mason, a retiree from the Defined Benefits Plan, received a retirement annuity pursuant to the plan in the years 2013, 2012, 2011, 2010, and 2009. The total retirement annuity he received for the requested years are as follows:

Year	Annual Annuity
2013	\$53,457.61
2012	\$53,257.69
2011	\$53,057.77
2010	\$52,857.85
2009	\$52,657.93

The above information satisfies your request, pursuant to 5GCA §10108(c).

Sincerely,

PAULA M. BLAS

424 Route 8  
Maite, Guam 96910  
Tel: 671.475.8900  
Fax: 671.475.8922  
[www.ggrf.com](http://www.ggrf.com)



(k) Limited-term, part time substitute teachers of the Guam Department of Education;

(l) All persons employed pursuant to this Section, effective October 1, 2010, *shall* meet the minimum Knowledge, Abilities and Skills (KAS) associated with such position; and

(m) professional engineers required to fill Chief Engineer positions.

**Section 19. Board and Commission Meeting Stipends.** Any compensation or stipend owed to a Board or Commission member for attending a regular or special meeting in FY 2011 *shall* be paid from the budget of the department or agency responsible for the administrative support and operations of such Boards or Commissions. Any Board member who has served on a Board continuously—for ten (10) years or more—may receive a stipend totaling *no more than* Two Hundred Fifty Dollars (\$250) per month for meetings attended; however, Board and Commission members may elect to not receive said compensation.

**Section 20. Contracts.** Positions in the classified and unclassified service *shall not* be filled pursuant to a contractual arrangement, *except* as provided in this Section for FY 2011.

(a) Subject to Chapter 5, Title 5, Guam Code Annotated, government of Guam departments and agencies may contract with independent contractors, provided that no agency may contract for services customarily provided by employees in the classified service, except as provided by law.

(b) Government of Guam departments and agencies that do not customarily obtain professional services, such as licensed health professionals, licensed architects, licensed engineers, legal services, actuarial services and auditing services through an employee in the classified service in that department or agency may contract to obtain such services.

(c) The Office of the Attorney General and the Public Defender Service Corporation are authorized to contract with attorneys as independent contractors to provide services in areas in which it is impracticable or impossible for the office to proceed. Such contracts *shall* be let in accordance with the procurement laws of Guam. No such independent contractor hired pursuant to this Section may receive from the government of Guam any remuneration in any form other than in payment for the

1 position into which such person is hired. The Office of the Attorney General and the  
2 Executive Director of the Public Defender Service Corporation *shall* file a copy of every  
3 such contract with the Chief Procurement Officer and the Director of Administration  
4 together with a written certification stating why it is impracticable to handle the matter  
5 within the office as otherwise constituted.

6 (d) This Section *shall not* apply to the Guam Department of Education; the  
7 University of Guam; the Guam Community College; the Unified Judiciary when filling  
8 positions of justices and judges pro tem, law clerks, and legal interns; the Department of  
9 Revenue and Taxation when filling the position of legal counsel; *I Liheslaturan Guåhan*;  
10 the Guam Memorial Hospital; and the Department of Public Health and Social Services  
11 and the Department of Mental Health and Substance Abuse when filling positions of  
12 licensed health professionals.

13 (e) Any instrumentality of the government of Guam that fills any classified or  
14 unclassified positions by contractual arrangement in accordance with this Section *shall*  
15 file a copy of every such contract with the Chief Procurement Officer together with a  
16 written certification stating why it is impracticable to handle the matter within the  
17 instrumentality as otherwise constituted.

18 **Section 21. Wireless Communications Restrictions.** *No* government of Guam funds,  
19 regardless of source and including funds expended by autonomous agencies, *shall* be expended  
20 for the use of cellular telephones, cellular telephone services and other wireless telephone  
21 services, *unless* the government of Guam will be reimbursed from Federal funds or other grants.  
22 This Section *shall not* apply to *I Maga'lahaen Guåhan*; *I Segundo Na Maga'lahaen Guåhan* ; the  
23 Speaker of *I Liheslaturan Guåhan*; the Chief Justice of the Supreme Court of Guam; the  
24 Presiding Judge of the Superior Court of Guam; official use of the Crisis Hotline Program of the  
25 Department of Mental Health and Substance Abuse; law enforcement officials; on-call health  
26 professionals at the Guam Memorial Hospital Authority, the Department of Mental Health and  
27 Substance Abuse, and the Department of Public Health and Social Services; Village Mayors and  
28 Vice Mayors; GFD and EMS officials; on-call emergency management personnel; and the Chief  
29 Medical Examiner.

1       **Section 16. Contracts.** Positions in the classified and unclassified service  
2 *shall not* be filled pursuant to a contractual arrangement, *except* as provided in this  
3 Section for FY 2012.

4           (a) Subject to Chapter 5, Title 5, Guam Code Annotated,  
5 government of Guam departments and agencies may contract with  
6 independent contractors, provided that *no* agency may contract for services  
7 customarily provided by employees in the classified service, *except* as  
8 provided by law.

9           (b) Government of Guam departments and agencies that *do not*  
10 customarily obtain professional services, such as licensed health  
11 professionals, licensed architects, licensed engineers, legal services, actuarial  
12 services and auditing services through an employee in the classified service  
13 in that department or agency may contract to obtain such services.

14           (c) The Office of the Attorney General and the Public Defender  
15 Service Corporation are authorized to contract with attorneys as independent  
16 contractors to provide services in areas in which it is impracticable or  
17 impossible for the office to proceed. Such contracts *shall* be let in  
18 accordance with the procurement laws of Guam. *No* such independent  
19 contractor hired pursuant to this Section may receive from the government  
20 of Guam any remuneration in any form other than in payment for the  
21 position into which such person is hired. The Office of the Attorney General  
22 and the Executive Director of the Public Defender Service Corporation *shall*  
23 file a copy of every such contract with the Chief Procurement Officer and  
24 the Director of DOA, together with a written certification stating why it is  
25 impracticable to handle the matter within the office as otherwise constituted.

26           (d) This Section *shall not* apply to the Guam Department of  
27 Education; the University of Guam; the Guam Community College; the

1 provided that no agency may contract for services customarily provided by  
2 employees in the classified service, *except* as provided by law.

3 (b) Government of Guam departments and agencies that *do not*  
4 customarily obtain professional services, such as licensed health  
5 professionals, licensed architects, licensed engineers, legal services, actuarial  
6 services and auditing services through an employee in the classified service  
7 in that department or agency, may contract to obtain such services.

8 (c) The Office of the Attorney General and the Public Defender  
9 Service Corporation are authorized to contract with attorneys as independent  
10 contractors to provide services in areas in which it is impracticable or  
11 impossible for the office to proceed. Such contracts *shall* be let in  
12 accordance with the procurement laws of Guam. No such independent  
13 contractor hired pursuant to this Section may receive from the government  
14 of Guam any remuneration in any form other than in payment for the  
15 position into which such person is hired. The Office of the Attorney General  
16 and the Executive Director of the Public Defender Service Corporation *shall*  
17 file a copy of every such contract with the Chief Procurement Officer and  
18 the Director of Administration together with a written certification stating  
19 why it is impracticable to handle the matter within the office as otherwise  
20 constituted.

21 (d) This Section *shall not* apply to the Guam Department of  
22 Education; the University of Guam; the Guam Community College; the  
23 Unified Judiciary when filling positions of justices and judges pro tem, law  
24 clerks, and legal interns; the Department of Revenue and Taxation when  
25 filling the position of legal counsel; *I Liheslaturan Guåhan*; the Guam  
26 Memorial Hospital Authority; and the Department of Public Health and

P. 1 32-adj: XIX:13 (C)

1       **Section 12. Board and Commission Stipends.** Any compensation or  
2 stipend owed to a Board or Commission member for attending a regular or special  
3 meeting in Fiscal Year 2014 *shall* be paid from appropriations in this Act by the  
4 department or agency responsible for the administrative support and operations of  
5 such Boards or Commissions. *Except* for Commissioners of the Civil Service  
6 Commission, any Board member who has served on a Board continuously for ten  
7 (10) years or more may receive a stipend totaling *no more than* Two Hundred Fifty  
8 Dollars (\$250) per month for meetings attended; *however*, Board and Commission  
9 members may elect to not receive said compensation. *I Maga'låhen Guåhan* may  
10 by Executive Order, waive the payment of meeting stipends owed to any Board or  
11 Commission member.

12       **Section 13. Contracts.** Positions in the classified and unclassified service  
13 *shall not* be filled pursuant to a contractual arrangement, *except* as provided in this  
14 Section for Fiscal Year 2014.

15       (a) Subject to Chapter 5, Title 5 GCA, government of Guam departments  
16 and agencies may contract with independent contractors, provided that no agency  
17 may contract for services customarily provided by employees in the classified  
18 service, *except* as provided by law.

19       (b) Government of Guam departments and agencies that *do not*  
20 customarily obtain professional services, such as licensed health professionals,  
21 licensed architects, licensed engineers, legal services, actuarial services and  
22 auditing services through an employee in the classified service in that department  
23 or agency, may contract to obtain such services.

24       (c) The Office of the Attorney General and the Public Defender Service  
25 Corporation are authorized to contract with attorneys as independent contractors to  
26 provide services in areas in which it is impracticable or impossible for the office to  
27 proceed. Such contracts *shall* be let in accordance with the procurement laws of

Guam. No such independent contractor hired pursuant to this Section may receive from the government of Guam any remuneration in any form other than in payment for the position into which such person is hired. The Office of the Attorney General and the Executive Director of the Public Defender Service Corporation shall file a copy of every such contract with the Chief Procurement Officer and the Director of Administration together with a written certification stating why it is impracticable to handle the matter within the office as otherwise constituted.

(d) This Section shall not apply to the Guam Department of Education; the University of Guam; the Guam Community College; the Unified Judiciary when filling positions of justices and judges pro tem, law clerks, and legal interns; the Department of Revenue and Taxation when filling the position of legal counsel; *I Liheslaturan Guåhan*; the Guam Memorial Hospital Authority; and the Department of Public Health and Social Services and the Guam Behavioral Health and Wellness Center when filling positions of licensed health professionals.

(e) Any instrumentality of the government of Guam that fills any classified or unclassified positions by contractual arrangement in accordance with this Section shall file a copy of every such contract with the Chief Procurement Officer together with a written certification stating why it is impracticable to handle the matter within the instrumentality as otherwise constituted.

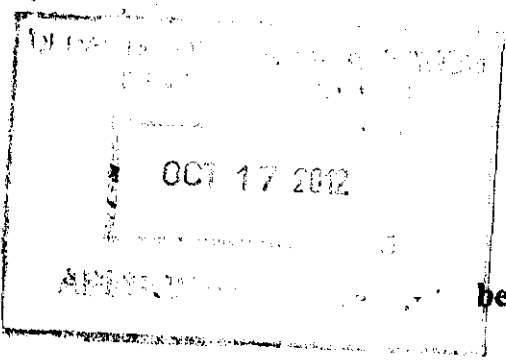
#### **Section 14. Wireless Communications Restrictions.**

(a) No government of Guam funds, regardless of source and including funds expended by autonomous agencies, shall be expended for the use of cellular telephones, cellular telephone services and other wireless telephone services, unless the government of Guam will be reimbursed from federal funds or other grants. This Section shall not apply to *I Maga'låhen Guåhan*; *I Segundu Na Maga'låhen Guåhan*; the Speaker of *I Liheslaturan Guåhan*; the Chief Justice of the Supreme Court of Guam; the Presiding Judge of the Superior Court of Guam;

Handwritten: 12-0981

COPY

EX-7  
81

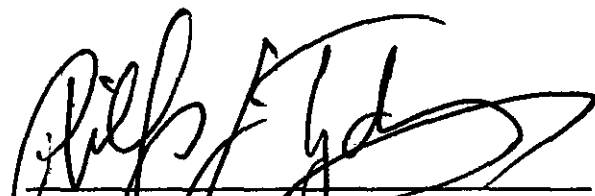


**RE-CERTIFICATION  
for FY2013**

**For Professional Services Agreement  
between Office of the Attorney General and  
John Patrick Mason**

On behalf of the Attorney General of Guam, the undersigned Chief Deputy Attorney General does hereby re-certify, as of October 1, 2012, that the contract identified above entered into on or about January 9, 2007 remains in effect pursuant to its terms; that the contract was entered into with Mr. Mason due to his unique background and vast experience; that the contract requires him to provide services in areas in which it is impracticable or impossible for the Office to proceed with its employed attorneys; that the Office continues to handle matters which are impracticable or impossible for its employed attorneys to handle; and that, therefore, the Office continues to require Mr. Mason's services.

This re-certification is made with reference to P.L. 31-233:XII:15(c), and incorporates the statements made in the Certification dated January 4, 2007 accompanying the contract referenced above. Copies of the contract referenced above are already on file with the Chief Procurement Officer and the Division of Accounts at the Department of Administration. Copies of this Re-Certification will also be filed therewith.

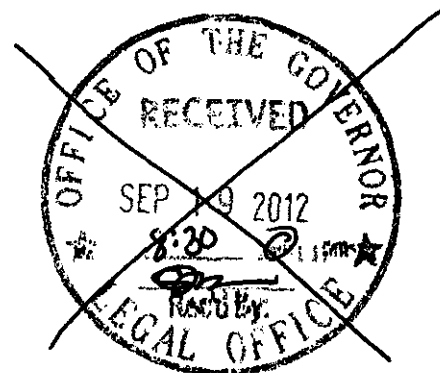
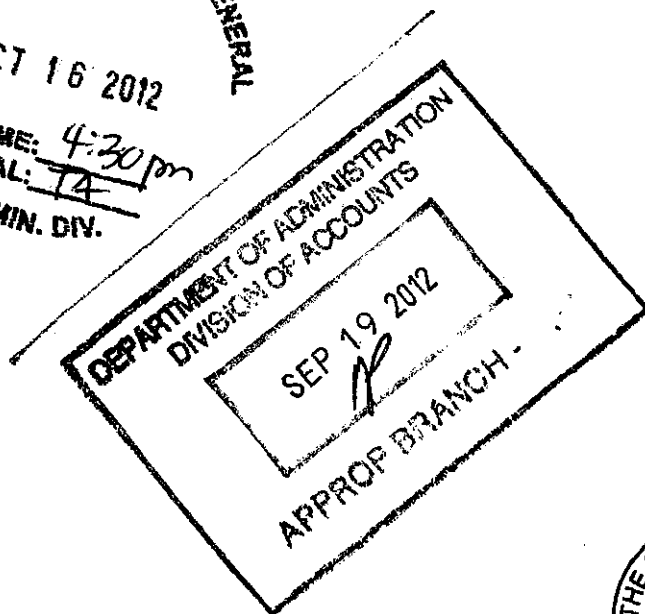
  
**PHILIP J. TYDINGCO**  
Chief Deputy Attorney General

Dated:  
(AG Ref No. 12-0981)

OFFICE OF THE ATTORNEY GENERAL

OCT 16 2012

TIME: 4:30 pm  
INITIAL: TA  
ADMIN. DIV.



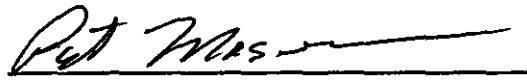
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CO80600025


## CERTIFICATION OF FUNDS

Contract Title: Professional Legal Services (FY2013)

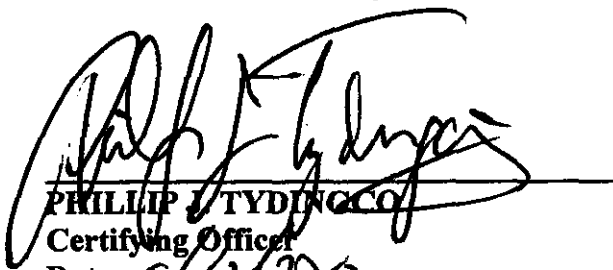
Contractor / Vendor:  
Authorized Representative  
Name & Title

  
J. PATRICK MASON  
Consultant  
Date: 9-11-12

Government of Guam:  
Authorized Representative  
Name, Title & Department

  
LEONARDO M. RAPADAS  
Attorney General of Guam  
Office of the Attorney General  
Date: 9/17/12

Certification of Funding Availability:

  
PHILIP J. TYDINGCO  
Certifying Officer  
Date: 9/14/12

NOT REQUIRED PURSUANT TO  
5 GCA Section 30118  
XXXXXXXXXXXXXXXXXXXXXXX

JOHN RIOS  
Direct of BBBMR  
Date:

Account No.: 5100A131100GA001-230

Amount: \$157,186.00

AGO Document No.: C131100001

Vendor No.: M0098740

Certification Period: Oct. 1, 2012 - Sept. 30, 2013

PCF#12-0981

DEPARTMENT OF ADMINISTRATION	
DIVISION OF ACCOUNTS	
Registration Date	October 17, 2012
Registered No.	C080600025
Check #	Amendment #5 increase
Registered By	lly

OFFICE OF THE ATTORNEY GENERAL  
16 2012  
TIME: 4:30  
INITIAL: TA  
ADMIN. DIV.



EX-27  
P.1

# **PERSONNEL RULES AND REGULATIONS**

**Department of Administration  
Government of Guam**

FX6

EX-8,  
F2

- 
3. The following provisions shall apply to appointments made consistent with items (1) and (2) above:
- a. A classified employee who fills a temporary classified or unclassified position has classified employment status absent other controlling legislation.
  - b. A newly hired employee who fills a temporary classified or unclassified position has unclassified employment status.
  - c. Such temporary appointments shall be made without competition, except that any person appointed on a temporary basis must meet the minimum qualification requirements and satisfy all examination requirements for the position as determined by the Director prior to appointment.
  - d. A person appointed on a temporary basis shall not perform the duties and responsibilities of a position other than that to which he was appointed.

4.604 ~~Contracts for Personnel Services~~

- A. ~~Contracts shall not be used as a substitute for merit system employment.~~ Departments/agencies will not contract for personnel services which normally are performed by employees appointed under the Merit System. The CSC shall approve all employment contracts prior to the effective date of the contract.
  - B. Contracts for personnel services may be used only when the agency has authority to contract, and when the use of a contract is in accordance with all legal provisions including merit systems laws and rules.
  - C. A basic consideration in determining the appropriateness of a contract with an individual, is whether an employee-employer relationship will exist between the government and the individual providing the personnel services. No single criterion on the existence of an employee-employer relationship determines conclusively in all circumstances, whether personnel service contracts or appointments as employees are appropriate. It would not be considered appropriate to contract on a continuous
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non-emergency basis with a private organization to hire typists who work under supervision of a government employee, in a government office, using government equipment to perform government work. Factors to be considered which could provide an adequate justification for use of contracts with individuals for service include:

1. emergency short-term work (less than two months) normally exempt from competitive appointment methods.
2. part-time professional work.
3. inability of the government merit personnel system to provide qualified employees.
4. contract for expert consultation services not available in the government, when full-time employment is not needed or practical, or when the need is intermittent or for a short period of time. ~~Such an expert might provide views or recommendations, but would not perform or supervise the performance of government functions.~~
5. part-time services of a medical, dental, or other professional specialist.
6. contract with an individual to produce a product such as an individual research paper.

#### **4.605 Vacation Employment for Students**

The administrative heads of Executive departments, agencies or instrumentalities of the government may employ during the vacation period between school years, at a rate not exceeding the minimum wage specified by any applicable Federal or Guam law, students of the various public and private schools in Guam who are at least 16 years of age, provided that such employment may not exceed eight hours in one day and five days in one week, and that such employment may not be of a hazardous nature or in any way injurious to, or endangering the student. Students employed under the authority of this section shall not be eligible for retirement, sick or annual leave benefits.

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LEONARDO M. RAPADAS  
Attorney General



PHILLIP J. TYDINGCO  
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

AG 14-00014

March 14, 2014

**VIA HAND DELIVERY**

Mr. William C. Bischoff  
Suite 500Q GCIC Building  
Hagåtña, Guam 96910

Re: Sunshine Reform Act of 1999/Freedom of Information Request Dated January 7, 2014

Dear Mr. Bischoff:


On or about March 10, 2014, we responded to your FOIA request dated January 7, 2014, seeking: "A record of the services provided and matters handled over the past five years by John Patrick Mason pursuant to the attached Re-Certification dated October 1, 2010, and pursuant to any similar Re-Certifications, which services provided, or matters handled, are or were impracticable or impossible for the Office of the Attorney General's employed attorneys to handle."

We have reviewed your letter of March 13, 2014, in which you request "[a] simple list of the matters, perhaps case names, if any, that Mr. Mason is handling that you certify it would be impossible or impracticable for the employed attorneys at the office to handle".

The case law governing Freedom of Information Act or Sunshine Act requests recognizes that "the FOIA imposes no duty on the agency to create records." Forsham v. Harris, 445 U.S. 169, 186, 100 S. Ct. 977, 63 L. Ed. 2d 293 (1980) (citing NLRB v. Sears, Roebuck & Co., 421 U.S. 132, 161-62, 95 S. Ct. 1504, 44 L. Ed. 2d 29 (1975)). "It is well settled that an agency is not required by FOIA to create a document that does not exist in order to satisfy a request." Yeager v. DEA, 678 F.2d 315, 321 (D.C. Cir. 1982).

In your most recent letter you are asking for a record that does not exist. The Office of the Attorney General therefore cannot provide it to you.

Very truly yours,

  
Marianne Woloschuk  
Assistant Attorney General

**RECEIVED**

SDN 10:37 AM

MAR 17, 2014

GCIC Offices

EX-10  
PL

William C. Bischoff Law Office  
Suite 500Q, GCIC Bldg.  
414 W. Soledad Ave.  
Hagatna, Guam 96910  
Tel. 479-5620 Cell 486-2557  
e-mail: bischoffbill@yahoo.com

June 9, 2014

Leonardo M. Rapadas, Esq.  
Attorney General of Guam  
Office of the Attorney General  
590 S. Marine Corps Drive  
Tamuning, Guam 96913

Re: Sunshine Reform Act request

Dear Attorney General Rapadas

Pursuant to the Sunshine Reform Act of 1999 (5 GCA §10101 et seq.), I hereby request the right to inspect and receive, within four working days from the date of this request, a certified copy of the following records within the custodial control of your Office:

1. A record of whether the Professional Legal Services contract for Mr. John Patrick Mason referenced in the attached RE-CERTIFICATION for FY 2013 was let in accordance with the procurement laws of Guam.

Sincerely,

  
William C. Bischoff



APPROPRIATE  
12-0981  
EX. 10  
P2

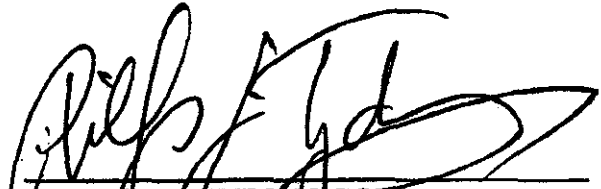
COPY

**RE-CERTIFICATION  
for FY2013**

**For Professional Services Agreement  
between Office of the Attorney General and  
John Patrick Mason**

On behalf of the Attorney General of Guam, the undersigned Chief Deputy Attorney General does hereby re-certify, as of October 1, 2012, that the contract identified above entered into on or about January 9, 2007 remains in effect pursuant to its terms; that the contract was entered into with Mr. Mason due to his unique background and vast experience; that the contract requires him to provide services in areas in which it is impracticable or impossible for the Office to proceed with its employed attorneys; that the Office continues to handle matters which are impracticable or impossible for its employed attorneys to handle; and that, therefore, the Office continues to require Mr. Mason's services.

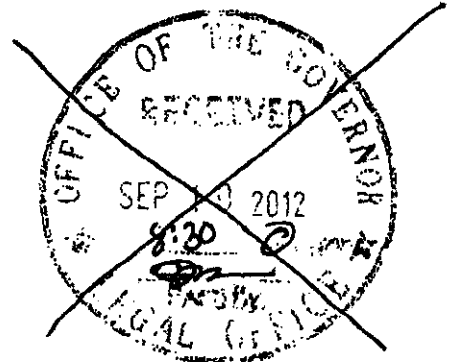
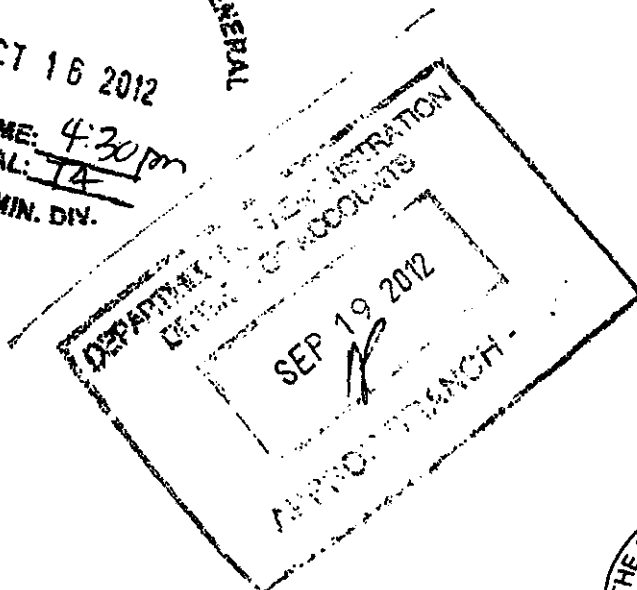
This re-certification is made with reference to P.L. 31-233:XII:15(c), and incorporates the statements made in the Certification dated January 4, 2007 accompanying the contract referenced above. Copies of the contract referenced above are already on file with the Chief Procurement Officer and the Division of Accounts at the Department of Administration. Copies of this Re-Certification will also be filed therewith.

  
PHILIP J. TYDINGCO  
Chief Deputy Attorney General  
Dated:  
(AG Ref No. 12-0981)

OFFICE OF THE ATTORNEY GENERAL

OCT 16 2012

TIME: 4:30 PM  
INITIAL: TA  
ADMIN. DIV.



via certified mail

1 services and auditing services through an employee in the classified service  
2 in that department or agency may contract to obtain such services.

3 (c) The Office of the Attorney General and the Public Defender  
4 Service Corporation are authorized to contract with attorneys as independent  
5 contractors to provide services in areas in which it is impracticable or  
6 impossible for the office to proceed. Such contracts *shall* be let in  
7 accordance with the procurement laws of Guam. No such independent  
8 contractor hired pursuant to this Section may receive from the government  
9 of Guam any remuneration in any form other than in payment for the  
10 position into which such person is hired. The Office of the Attorney General  
11 and the Executive Director of the Public Defender Service Corporation *shall*  
12 file a copy of every such contract with the Chief Procurement Officer and  
13 the Director of Administration together with a written certification stating  
14 why it is impracticable to handle the matter within the office as otherwise  
15 constituted.

16 (d) This Section *shall not* apply to the Guam Department of  
17 Education; the University of Guam; the Guam Community College; the  
18 Unified Judiciary when filling positions of justices and judges pro tem, law  
19 clerks, and legal interns; the Department of Revenue and Taxation when  
20 filling the position of legal counsel; *I Liheslaturan Guåhan*; the Guam  
21 Memorial Hospital; and the Department of Public Health and Social  
22 Services and the Department of Mental Health and Substance Abuse when  
23 filling positions of licensed health professionals.

24 (e) Any instrumentality of the government of Guam that fills any  
25 classified or unclassified positions by contractual arrangement in accordance  
26 with this Section *shall* file a copy of every such contract with the Chief  
27 Procurement Officer together with a written certification stating why it is

LEONARDO M. RAPADAS  
Attorney General



PHILLIP J. TYDINGCO  
Chief Deputy Attorney General

EX 113  
#1

OFFICE OF THE ATTORNEY GENERAL

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June 23, 2014

Mr. William C. Bischoff  
HC1 Box 17268  
Inarajan, Guam 96915

Re: Sunshine Reform Act of 1999/Freedom of Information Request Dated June 9, 2014

Dear Mr. Bischoff:

Attached is a response to your request for the following:

"A record of whether the Professional Legal Services contract for Mr. John Patrick Mason referenced in the attached RE-CERTIFICATION for FY2013 was let in accordance with the procurement laws of Guam."

This letter is being sent to you via both regular U.S. mail and certified mail return receipt requested.

Very truly yours,

Marianne Woloschuk  
Assistant Attorney General

Attachment



EX 14  
P2

## CERTIFICATION

For Professional Services Agreement  
Between Office of the Attorney General of Guam and  
With John Patrick Mason

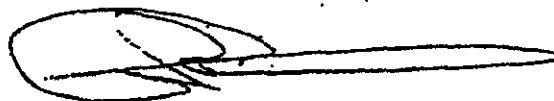
On behalf of the Attorney General of Guam, the undersigned Chief Deputy Attorney General does hereby certify on this 1<sup>st</sup> day of January, 2007, that the contract identified above is entered into because it is impracticable for the civil service attorneys in the Department of Law to handle special tax issues and complex civil litigation that the office has been involved with. The Office of the Attorney General represents the Department of Revenue and Taxation and will be involved in the research of numerous tax issues and other issues involving the Tobacco Litigation.

John Patrick Mason has been a practicing attorney for thirty-six years. He was an administrative law judge for the Oregon Department of Revenue for nine years. In this position, he prepared decisions on Oregon tax cases that came before him. Mr. Mason was in the private practice of law in Oregon for five years. In this position, he handled tax matters and civil litigation cases.

Mr. Mason was employed in the Guam Attorney General's office for nineteen years. He was legal counsel for the Guam Department of Revenue and Taxation for two years. He was also the Deputy Attorney General supervising the Litigation Division of the office of the Attorney general for ten years. While in this position, Mr. Mason represented the government of Guam in complex litigation cases. On behalf of the Guam Attorney General, Mr. Mason successfully argued, before the United States Supreme Court, a \$100,000,000 civil rights action against the government of Guam. While in the private practice of law on Guam, Mr. Mason represented corporate clients in complex litigation.

Therefore, Mr. Mason is uniquely qualified to assist the office of the Attorney General in tax issues and complex civil litigation.

~~This certification is made to satisfy the requirements of P.L. 28-150-11(d).~~  
Pursuant to this law, copies of the contract along with this Certification will be filed with the Chief Procurement Officer and the Division of Accounts at the department of Administration.



ALBERTO E. TOLENTINO  
Chief deputy Attorney General  
Office of the Attorney General of Guam

04 JAN 2007


ET. 12  
R1  
10-05456

## RE-CERTIFICATION

For Professional Services Agreement  
between Office of the Attorney General and  
John Patrick Mason

On behalf of the Attorney General of Guam, the undersigned Chief Deputy Attorney General does hereby re-certify, as of October 1, 2010, that the contract identified above entered into on or about January 9, 2007 remains in effect pursuant to its terms; that the contract was entered into with Mr. Mason due to his unique background and vast experience; that the contract requires him to provide services in areas in which it is impracticable or impossible for the Office to proceed with its employed attorneys; that the Office continues to handle matters which are impracticable or impossible for its employed attorneys to handle; and that, therefore, the Office continues to require Mr. Mason's services.

This re-certification is made with reference to P.L. 30-196-XII-20(c), and incorporates the statements made in the Certification dated January 4, 2007 accompanying the contract referenced above. Copies of the contract referenced above are already on file with the Chief Procurement Officer and the Division of Accounts at the Department of Administration. Copies of this Re-Certification will also be filed therewith.



PHILIP J. TYDINGCO  
Chief Deputy Attorney General

Dated: 10/1/10

EX. 12  
P. 2

10-0845 R

Attachment A -  
BBMR Form CFF


## CERTIFICATION OF FUNDS

Contract Title: Professional Legal Services (FY2011)

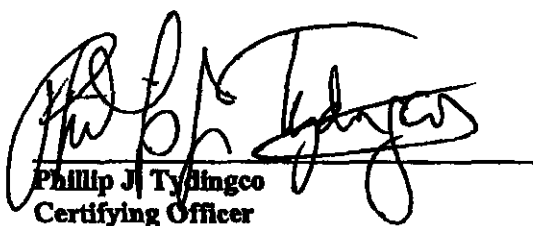
Contractor / Vendor:  
Authorized Representative  
Name & Title

  
J. PATRICK MASON  
Consultant

Government of Guam:  
Authorized Representative  
Name, Title & Department

  
John M. Weisenberger  
Attorney General of Guam  
Office of the Attorney General

Certification of Funding Availability:

  
Phillip J. Tydingco  
Certifying Officer

NOT REQUIRED PURSUANT TO  
5 GCA, Section 30118

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

  
BERTHA M. DUENAS  
Direct of BBBMR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Account No.: 5100A111100GA001-230

Amount: \$157,186.00

AGO Document No.: C111100003

Vendor No.: M0098740

Certification Period: Oct. 1, 2010 - Sept. 30, 2011