

CIVILLE & TANG, PLLC

www.civilletang.com

Sender's Direct E-Mail:
pciville@civilletang.com

October 3, 2017

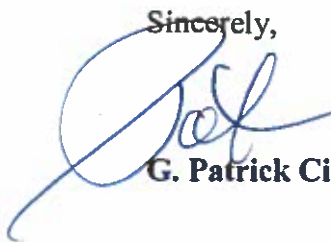
William C. Bischoff, Esq.
121 Calvo Beach Road
Ipan, Talofoto, Guam 96915

Re: *Bischoff v. Rapadas, et al., CV1179-14*

Dear Bill:

I apologize for the delay in sending this to you. After I saw you in court, I left island and just got back yesterday. Enclosed is a check for the payment to you, and a copy of the check made payable to the Treasurer of Guam. My client would like me to deliver it directly. I was planning to contact the Deputy and ask him how he wants to receive the check. If you have a different idea please let me know.

Sincerely,



G. Patrick Civile

Enclosures

CIVILLE & TANG, PLLC
TRUST ACCOUNT
330 HERNAN CORTEZ AVENUE SUITE 200
HAGATNA, GUAM 96910
(671) 472-8868

8/24/2017

PAY TO THE ORDER OF Treasurer of Guam

\$ **3,000.00

Three Thousand and 00/100*****

DOLLARS

Treasurer of Guam
P.O. Box 23607
Barrigada, Guam 96921

MEMO

Settlement: CV1179-14


AUTHORIZED SIGNATURE

⑈002567⑈ ⑆21405212⑆ 0200⑈030444⑈

CIVILLE & TANG, PLLC
Treasurer of Guam

TRUST ACCOUNT
Settlement Payment - CV1179-14
(Rapadas, Leonardo)

8/24/2017

2567

3,000.00

ANZ Guam Inc. Trust Settlement: CV1179-14

3,000.00

CIVILLE & TANG, PLLC
Treasurer of Guam

TRUST ACCOUNT
Settlement Payment - CV1179-14
(Rapadas, Leonardo)

8/24/2017

2567

3,000.00

ANZ Guam Inc. Trust Settlement: CV1179-14

3,000.00

William C. Bischoff
121 Calvo Beach Rd.
Ipan, Talofofo, Guam 96915
Tel. 789-2556 Cell 486-2557
e-mail: bischoffbill2@yahoo.com

August 30, 2017

Elizabeth Barrett-Anderson, Esq.
Attorney General of Guam
Office of the Attorney General
590 S. Marine Corps Drive
Tamuning, Guam 96913

DEPARTMENT OF ADMINISTRATION

Director Christine Baleto
Government of Guam Department of Administration
ITC Building, 2nd Floor
590 S. Marine Drive
Tamuning, Guam 96913

AUG 30 2017
Da 14:34pm
DIRECTOR'S OFFICE

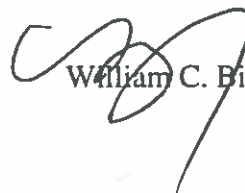
Dear General Anderson and Director Baleto,

Attached please find a copy of the settlement agreement executed last week in Superior Court Case No. CV1179-14, *Bischoff v. Rapadas, Weisenberger, and Tydingco*.

Please take note that part of the settlement is the defendants' agreement not to seek reimbursement of their attorney's fees in the case from either the Office of the Attorney General or the Government of Guam.

Thank you.

Sincerely,


William C. Bischoff

8/30/17 RECEIVED 0243
JTS/1
OFFICE OF THE ATTORNEY GENERAL
ADMINISTRATION

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release ("Agreement") is made and entered into as of August 22, 2017 between William Bischoff ("Bischoff") on one side, and Leonardo Rapadas, Phillip Tydingco and John Weisenberger (collectively "the Defendants") on the other side. Bischoff and the Defendants are collectively referred to as the "Parties."

RECITALS

WHEREAS, a legal dispute exists between the parties in the form of a civil lawsuit filed in the Superior Court of Guam under the caption: *William C. Bischoff v. Leonardo M. Rapadas, John M. Weisenberger and Phillip J. Tydingco*. (Civil Case No. CV1179-14) (hereinafter referred to as "the Lawsuit");

WHEREAS, no admission of liability or violation of law is made by, nor to be inferred of, any of the parties by virtue of entering into this Agreement;

WHEREAS, this Agreement is a settlement and release of disputed matters and may not be construed as an admission of any individual party's wrongdoing, misconduct, violation of law or liability; and,

WHEREAS, the Parties desire to release each other from all rights and claims each may have against each other arising from the Lawsuit;

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants contained here, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. **Settlement**. By this Agreement, the Parties hereby settle all claims that they have against each other now or in the future arising out of or relating to the matters involved in the Lawsuit.

2. **Obligations of Defendants**. In consideration of the terms of this Agreement, Defendants jointly agree to pay Three Thousand Dollars (\$3,000) to the Treasurer of Guam and to pay Two Thousand Dollars (\$2,000) to Bischoff as reimbursement for attorneys' fees he has incurred in the Lawsuit. Funds to pay the above described amount are on deposit in the Civile & Tang, PLLC Client Trust Account and shall be promptly disbursed upon the Court's execution of the Order of Dismissal to be submitted pursuant to this Agreement. Defendants agree not to seek reimbursement from the Office of the Attorney General or Government of Guam of any legal fees they have incurred in the Lawsuit.

3. **Stipulation and Order**. The Parties shall execute a Stipulation and Order of Dismissal in the form attached as Exhibit A. The Stipulation and Order will be filed with the Superior Court of Guam.

4. **Covenant Not to Sue.** None of the Parties hereto shall institute any complaint, action, lawsuit, cause of action, claim, demand, or legal proceedings, in any forum for any purpose, for or arising out of any facts, whether admitted or denied, or claim released herein.

5. **Release by Parties.** Except for actions to enforce this Agreement, the Parties hereby release and forever discharge each other, each other's past and present officers, directors, agents, shareholders, employees, and all other persons, natural or not, in privity with the parties (individually or collectively), from any and all claims or causes of action of any kind whatsoever that the parties have or may have, known or unknown, now existing or that may arise in the future, directly or indirectly attributable to the matters involved in the Lawsuit, the advancement of the parties' respective positions in the Lawsuit, and/or the Parties' individual conduct in the Lawsuit. It is the intent of the Parties to release all claims of any kind, whether common law, statutory, legal, equitable, or otherwise, that the parties have or may have against one another concerning the claims involved in the Lawsuit or concerning any one party's prosecution or defense of the Lawsuit.

6. **No Admission of Liability.** This Agreement is a settlement and release of disputed matters. No admission of liability, wrongdoing, violation of any law, rule or code of conduct is made by any of the parties, nor to be inferred from any statements herein or from the consent by each party to enter into this Agreement.

The Parties further declare and represent that this Agreement expresses a full and complete settlement of liabilities claimed and denied and, regardless of the adequacy of the compensation or other consideration, is intended to avoid further litigation, and that there is absolutely no promise, inducement or agreement on the part of any of the Parties to make any payment or do any act or thing other than is expressly stated and clearly agreed to in this Agreement.

In further consideration of the promises herein made, the Parties waive the benefits of the provisions of 18 GCA § 82602, which states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties hereby declare that they have read the foregoing release and that the meaning thereof has been explained to them by their respective attorneys, and they fully understand and appreciate the meaning hereof, and have executed the same of their own free will and accord.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and can be modified only by written agreement signed by both parties.

8. **Headings.** The titles and headings of the Articles, Sections, and Paragraphs of this Agreement have been included only for convenience and reference and shall not be construed to extend, limit, describe, or define the substance of any Article, Section, or Paragraph contained herein.

9. **Successors and Assigns.** This Agreement shall bind the parties, and as applicable, the parties' successors, assigns, and all others claiming under them, and shall inure to the benefit of and be enforceable by the parties' their successors, assigns, and all others claiming under them.

10. **Execution of Instruments.** The parties covenant and agree to execute such other instruments and documents as are or may become necessary or convenient to effectuate the purpose of this Agreement.

11. **Applicable Law and Venue.** The parties expressly agree that this Agreement is being executed and delivered and is intended to be performed in Guam. The laws of Guam shall govern the validity, construction, enforcement, and interpretation of this Agreement unless otherwise specified herein. The Parties waive the right to sue or to be sued elsewhere and agree and consent to the exclusive jurisdiction of any court of competent jurisdiction located in Guam.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument representing the Agreement.

13. **Interpretation of Terms.** The terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings and the parties expressly, knowingly and voluntarily waive the application, in accordance with the interpretation or construction of this Agreement, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions, or provisions contained in the executed version of the Agreement shall be interpreted or construed against the party whose attorney prepared the executed version or any prior draft of this Agreement. This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by any one party.

14. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by an internationally recognized courier to a party at the following addresses (or at such other address for a party as shall be specified by like notice, provided that a notice of change of address shall be effective only from the date of its receipt by the other party):

If to William Bischoff

Attorney William C. Bischoff
c/o Public Defender Services Corporation
Sinajana, Guam 96910

If to Defendants:

Attorney Leonardo Rapadas
c/o Attorney G. Patrick Civile
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagatna, Guam 96910

Attorney Phillip J. Tydingco
c/o Attorney Terrence Brooks
Brooks Concepcion Law, P.C.
Angela Flores Building, Suite 101
247 Martyr Street
Hagatna, Guam 96910

Attorney John Weisenberger
P.O. Box 5067
Hagatna, Guam 96932

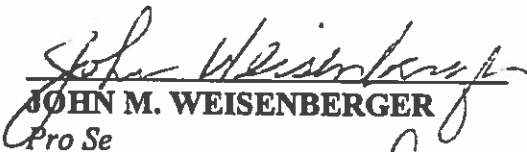
IN WITNESS OF THE ABOVE, the Parties have executed this Agreement effective this
22nd day of August, 2017.



WILLIAM C. BISCHOFF
Pro Se



LEONARDO M. RAPADAS



JOHN M. WEISENBERGER
Pro Se

PHILLIP J. TYDINGCO

BROOKS CONCEPCION LAW, P.C.

CIVILLE & TANG, PLLC



TERRENCE M. BROOKS
Attorney for Phillip J. Tydingco

G. PATRICK CIVILLE
Attorney for Leonardo M. Rapadas

If to Defendants:


**Attorney Leonardo Rapadas
c/o Attorney G. Patrick Civile
Civille & Tang, PLLC
330 Hernan Cortez Avenue, Suite 200
Hagatna, Guam 96910**

**Attorney Phillip J. Tydingco
c/o Attorney Terrence Brooks
Brooks Concepcion Law, P.C.
Angela Flores Building, Suite 101
247 Martyr Street
Hagatna, Guam 96910**

**Attorney John Weisenberger
P.O. Box 5067
Hagatna, Guam 96932**

**IN WITNESS OF THE ABOVE, the Parties have executed this Agreement effective this
22nd day of August, 2017.**

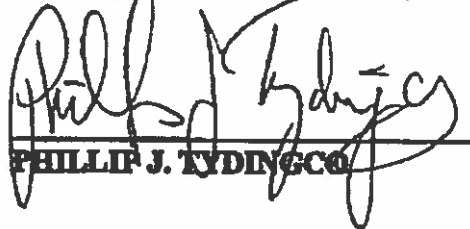
WILLIAM C. BISCHOFF
Pro Se


JOHN M. WEISENBERGER
Pro Se

BROOKS CONCEPCION LAW, P.C.

TERRENCE M. BROOKS
Attorney for Phillip J. Tydingco

LEONARDO M. RAPADAS


PHILLIP J. TYDINGCO

CIVILLE & TANG, PLLC


G. PATRICK CIVILLE
Attorney for Leonardo M. Rapadas

EXHIBIT A

W. Bischoff, Esq

CIVILLE & TANG, PLLC

330 HERNAN CORTEZ AVENUE, SUITE 200
HAGÁTÑA, GUAM 96910
TELEPHONE: (671) 472-8869/69
FACSIMILE: (671) 477-2511
EMAIL: pciville@civilletang.com

*Attorneys for Defendant
Leonardo M. Rapadas*



FILED
SUPERIOR COURT
OF GUAM

2017 AUG 28 PM 1:09

CLERK OF COURT
BY: _____

IN THE SUPERIOR COURT OF GUAM

WILLIAM C. BISCHOFF,

Plaintiff,

vs.

LEONARDO M. RAPADAS, JOHN M.
WEISENBERGER, and PHILLIP J.
TYDINGCO,

Defendants.

CIVIL CASE NO. CV1179-14


**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE**

The parties stipulate that the above captioned matter be dismissed with prejudice, each side to bear his own costs.

DATED at Hagåtña, Guam, this 22nd day of August, 2017.

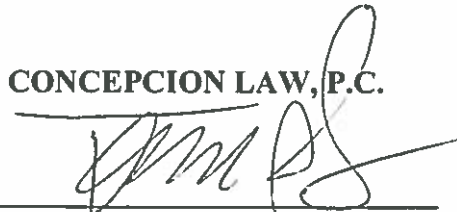

WILLIAM C. BISCHOFF
Plaintiff, Pro Se

CIVILLE & TANG, PLLC

By: 
G. PATRICK CIVILLE
*Attorneys for Defendant
Leonardo M. Rapadas*

BROOKS CONCEPCION LAW, P.C.

By: _____


TERRENCE M. BROOKS
Attorneys for Defendant
Phillip J. Tydingco


JOHN WEISENBERGER
Defendant, Pro Se

ORDER

Based on the foregoing Stipulation filed by the parties, IT IS HEREBY ORDERED that the above captioned action is dismissed with prejudice.

SO ORDERED _____

8/23/17

Original Signed By:

Honorable Anita A. Sukola

HONORABLE ANITA A. SUKOLA
Judge, Superior Court of Guam

I do hereby certify that the foregoing is a full true and correct copy of the original on file in the office of the clerk of the Superior Court of Guam. Dated at Hagåtña, Guam.

AUG 28 2017


Jerinne K.C. James
Deputy Clerk