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BEFORE THE 1 **GUAM CIVIL SERVICE COMMISSION** 2 GU 3 4 5 IN THE MATTER OF: ADVERSE ACTION APPEAL CASE NO. 12-AA19S 6 PETER P. LEON GUERRERO, 7 Employee, 8 vs. JUDGMENT OF DISMISSAL 9 **BUREAU OF STATISTICS AND** PLANS, 10 Management. 11 12 The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation of Settlement signed by both parties and submitted to the Commission 13 on December 26, 2012, which is attached hereto. 14 5B-15 2013. SO ADJUDGED THIS 28DAY OF 16 17 LUIS R. BAZA 18 Chairman Vice-Chairman 19 resent JOHN SMI **PRISCILLA T. TU** 20 Commissioner Commissioner 21 LOURDES HONGYEE 22 Commissioner Commissioner 23 EDITH C. PANGELINAN 24 ORIGINAL Commissioner 25 Peter P. Leon Guerrero vs. BSP; Case No. 12-AA19S Judgment of Dismissal Page 1 of 1

71-647-18	67	10:13:06 a.m. 03-	-01-2013 3 /9
1 2 3 4 5 6 7 8	Office of the Attorney General Leonardo Rapadas Attorney General of Guam Civil Division 287 West O'Brien Drive Hagåtña, Guam 96910 • USA (671) 475-3324 • (671) 472-2493 (Fax) www.guamag.org Attorneys for the Government of Guam	SEN.	ICE CON 4:20 CEIVED C 2 7 2012 * CON NOTION
9 10		SERVICE COMMISSI ENT OF GUAM	ION
11	In The Matter Of:) ADVERSE ACTION APPEAL	,
12	PETER P. LEON GUERRERO,) NO. 12-AA19S	
13	Employee,)) STIPULATION FOR SETTL	EMENT
14	vs.)	
15	BUREAU OF STATISTICS AND PLANS,)))	
16	Employer.))	
17 18 19	THIS STIPULATION OF SETTLEME	NT AND AGREEMENT, is by and b	etween
20	PETER P. LEON GUERRERO ("Employee") and the BUREAU OF STATISTIC	CS &
21	PLANS ("Management") as follows:		
22			
23		***	
24			
25	,		
	Page 1 Stipulation for Settlement Peter P. Leon Guerrero v BOSP/12-AA19S		

1		RECITALS
2	A	Employee was served with a Notice of Proposed Adverse Action on August 15, 2012,
3		as a result of an incident that occurred on August 9, 2012, with an official vehicle.
4		The Employee was suspended for one working day as a result of a Notice of Final
5		Adverse Action issued on October 5, 2012. Employee filed a timely appeal with the
6		Civil Service Commission.
7	В.	The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")
8		to provide for certain arrangements in full settlement of the adverse action and to
9		avoid the necessity of any further litigation relating to this matter. This Agreement sets
10		forth all of the terms and conditions between the parties, and no other agreements or
11		promises exist other than as set forth herein.
12	C.	The terms and conditions of said Agreement shall become operative upon the
13		execution of this Agreement by the last of the parties to sign.
14	D.	The parties request that the Civil Service Commission enter a Judgment based on all of
15		the terms of this Agreement.
16	NOW	THEREFORE, for and in consideration of the mutual promises set forth herein, the
17	parties	agree as follows:
18		Purpose of Agreement. Employee and Management acknowledge and agree
19		that this Agreement is a settlement and compromise of the referenced matters.
20		It is the intention of the parties by the execution of this Agreement to fully,
21		finally and completely resolve the matter between themselves as to the matters
22		referenced in the Notice of Proposed and Final Adverse Action. Both parties
23		agree to waive all rights to set aside the terms of this Agreement once it is
24		signed by both parties and adopted as part of the CSC Judgment.
25		

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1. Employee's Obligation. 1 2 1.1 Employee shall dismiss his adverse action appeal with prejudice; 3 1.2 Employee shall receive and accept a letter of reprimand for the facts and 4 circumstances indicated by Management in his Notice of Proposed Adverse 5 Action, which shall remain in his personnel file indefinitely. The 6 reprimand will remain in employee's personnel jacket for twelve (12) 7 months that starts from the date the last party signs this Agreement. 1.3 Employee agrees that Management shall remove and expunge the Notice of 8 9 Final Adverse Action from the employee's personnel jacket and replace it with the letter of reprimand to be issued under this Agreement and the 10 subsequent Judgment that will be issued from the Civil Service 11 Commission and the other terms as set forth herein. 12 1.4 Employee shall not use or operate an official vehicle relating to his 13 employment at the agency unless and until he receives written notification 14 15 from management. Employee agrees to comply with the current order that he not use an official vehicle until such further written notification 16 17 authorizing him to use an official vehicle to perform his job duties. 1.5 Employee agrees that he shall not be entitled to receive any monies, 18 19 benefits, or compensation as a result of this Agreement. Employee waives any right to back pay and benefits for the one day suspension. 20 1.6 Employee shall pay his own attorney's fees and costs associated with this 21 22 matter, if any. 1.7 Employee waives any and all claims, known and unknown, against 23 24 Management as of the date of his signature on this Agreement. 25 Page 3

Stipulation for Settlement Peter P. Leon Guerrero v BOSP/12-AA19S 1

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2. Management's Obligation.

2.1 Management agrees to expunge the Notice of Final Adverse Action in this
case in exchange for the employee's dismissal of his appeal, acceptance of
a letter of reprimand, his waiver of any back pay and compensation, and his
agreement that the Notice of Proposed Adverse Action shall remain in his
personnel file. Additionally, employee agrees that he shall not use or
operate an official vehicle as part of his job duties unless he receives
further written authorization to do so subsequent to this Agreement.
2.2 Management shall expunge the Notice of Final Adverse Action relating to
this case from the employee's personnel file after Management receives all

of the following: (a) the employee's signed letter of reprimand based on the events as stated in the Notice of Proposed Adverse Action, (b) the conformed Agreement signed by all parties, and (c) the Judgment from the Civil Service Commission based on the parties' Agreement. The Judgment to be issued, this Agreement and the letter of reprimand shall replace and supersede the Notice of Final Adverse Action and shall remain in the employee's personnel file along with the Notice of Proposed Adverse Action.

2.3 Management and the Employee agree that the employee shall not be entitled to receive any monies, benefits and/or attorney's fees and costs under this Agreement. Employee shall bear his own attorney's fees and costs.

3. <u>Performance Accepted.</u> The parties each agree and acknowledges: (a) that the party accepts performance of his/her obligations specified in this Agreement as a full and complete compromise of matters involving disputed

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1	issues before the Civil Service Commission; and (b) that the negotiations for
2	this settlement (including all statements, admissions or communications) by the
3	parties or their attorneys or representatives shall not be considered admissions
4	by any of said parties.
5	4. Additional Documents. All parties agree to cooperate fully and execute any
6	and all supplementary documents and take all additional actions that may be
7	necessary as appropriate to give full force and effect to the basic terms and
8	intent of this Agreement.
9	5. Independent Advice of Counsel. Each party represents and declares that that
10	party has received independent advice from its respective attorneys or
11	representative with respect to the advisability of making the settlement
12	provided for herein and with respect to the advisability of executing this
13	Agreement, and/or has been advised to seek such representation and advice and
14	has declined. Each party further represents and declares that that party has not
15	relied upon any statement or representation by the other party or of any of its
16	partners, agents, employees, or attorneys in executing this Agreement or in
17	making the settlement provided for herein, except as expressly provided for
18	herein.
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I	6. Voluntary Agreement. Each party	represents and declares that t	hat party has	
2	carefully read this Agreement, know	s the contents of this Agreem	ent, and that	
3	each party has signed the same freel	y and voluntarily.		
4				
5	IN WITNESS WHEREOF, the parties have execu	ated this Agreement as of the	date written	
6	by their respective names.			,
7		. 1		
8	Veter V. Fern Suerrors	Thomas de		
9	PETER P. LEON GUERRERO, EMPLOYEE	TOMMY MORRISON, BUREAU OF STATISTICS	S AND PLANS	
10	Date: 12-26-2012	Date: $\frac{12/27}{1}$	7	
11	Date: 10 26 0010	Date. <u></u>	4	
12				
13				
14	Approved as to form and content:			
15		12/27/12 Date: 27/12		
16	DONNA E. LAWRENCE,	Date: /		
17	Attorney for BOSP		^ . '	
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