

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ADVERSE ACTION
CASE NO. 12-AA01D

Anthony Ramirez,

Employee,

JUDGMENT OF DISMISSAL

vs.

Department of Parks &
Recreation,

Management.

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation of Settlement filed on April 19, 2013 and attached hereto.

SO ADJUDGED THIS 4th day of June 2013.

Luis R. Baza
LUIS R. BAZA
Chairman

Manuel R. Pinauin
MANUEL R. PINAUN
Vice-Chairman

Priscilla T. Tuncap
PRISCILLA T. TUNCAP
Commissioner

John Smith
JOHN SMITH
Commissioner

Not Present
LOU HONGYEE
Commissioner

Daniel D. Leon Guerrero
DANIEL D. LEON GUERRERO
Commissioner

Edith C. Pangelinan
EDITH C. PANGELINAN
Commissioner

Office of the Speaker
Judith T. Won Fat, Ed. D.
Date: 6/5/13
Time: 11:31 AM
Received by: Faithson

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Attorneys for the Government of Guam

**BEFORE THE CIVIL SERVICE COMMISSION
 GOVERNMENT OF GUAM**

In The Matter Of:

ADVERSE ACTION APPEAL
 CASE NO. 12-AA01D

ANTHONY RAMIREZ,

Employee,

vs.

**DEPARTMENT OF PARKS &
 RECREATION,**

Employer.

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
ANTHONY RAMIREZ ("Employee") and **DEPARMENT OF PARKS AND
 RECREATION** ("Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management at the Civil Service
 Commission bearing Adverse Action Appeal Case No. 12-AA01D. The employee

1 appealed from Management's issuance of a Final Notice of Adverse Action demoting
2 employee, effective December 26, 2011.

3 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")
4 to provide for certain arrangements in full settlement and discharge of the Appeal and
5 upon the terms and conditions set forth herein.

6 C. The terms and conditions of said Agreement shall become operative upon the
7 execution of this Agreement by the last of the parties to sign. Prior to the preparation
8 of this Stipulation, Management and the employee, through their respective counsel,
9 have already agreed to these terms in writing. This Stipulation merely formalizes the
10 parties' agreement, and the parties request that a Judgment be issued on these terms.

11 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein,
12 the parties agree as follows:

13 **1. Purpose of Agreement.** Employee and Management acknowledge and agree
14 that this Agreement is a settlement and compromise of the referenced matters.
15 It is the intention of the parties by the execution of this Agreement to fully,
16 finally and completely resolve this adverse action appeal, in the manner more
17 specifically set forth in the terms of this Agreement that follow.

18 **2. Employee's Obligation.**

19 2.1 Employee shall withdraw the Appeal from the Civil Service Commission
20 and request that the Commission dismiss the Appeal with prejudice.

21 Employee waives his right to further appeal the prior adverse action and/or
22 to set aside the terms of this Agreement.

23 2.2 Employee agrees that he shall not be entitled to any monies, benefits,
24 attorney's fees, costs or any other compensation as a result of the adverse
25 action resulting in his demotion.

1 2.3 Employee waives any and all claims, known and unknown, against
2 Management as of the date of his signature on this Agreement.

3 **3. Management's Obligation.**

4 3.1 Management shall expunge the Notice of Proposed Adverse Action and
5 Notice of Final Adverse Action relating to this case from the employee's
6 personnel file. This Agreement and the Judgment based on this
7 Agreement shall be placed in the employee's personnel file and shall
8 replace only the Notice of Proposed and Final Adverse Action.

9 3.2 Management and the Employee agree that the employee shall not be
10 entitled to receive any monies, benefits and/or attorney's fees and costs
11 under this Agreement.

12 **4. Performance Accepted.** The parties each agree and acknowledges:

13 (a) that the party accepts performance of his/her obligations specified in this
14 Agreement as a full and complete compromise of matters involving disputed
15 issues before the Civil Service Commission; (b) that the negotiations for this
16 settlement (including all statements, admissions or communications) by the
17 parties or their attorneys or representatives shall not be considered admissions
18 by any of said parties; (c) and that no past or present wrong doing on the part
19 of the parties shall be implied by such negotiations.

20 **5. Additional Documents.** All parties agree to cooperate fully and execute any
21 and all supplementary documents and take all additional actions that may be
22 necessary as appropriate to give full force and effect to the basic terms and
23 intent of this Agreement.

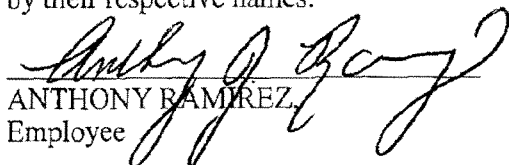
24 **6. Independent Advice of Counsel.** Each party represents and declares that that
25 party has received independent advice from its respective attorneys or

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representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that that party has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

7. **Voluntary Agreement.** Each party represents and declares that that party has carefully read this Agreement, knows the contents of this Agreement, and that each party has signed the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.


ANTHONY RAMIREZ,
Employee

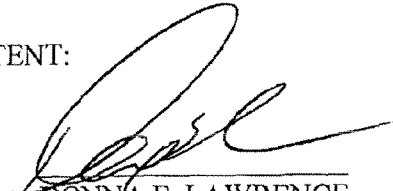

RAY BLAS, DIRECTOR
Guam Department of Parks and Recreation

Date: 04/19/13

Date: 4/19/13

APPROVED AS TO FORM AND CONTENT:

Date: 4/19/13


DONNA E. LAWRENCE,
Assistant Attorney General