

Rec'd by [Signature]  
3/6/14 2:00 pm



**BEFORE THE  
GUAM CIVIL SERVICE COMMISSION**



32-14-1376  
Office of the Speaker  
Judith T. Won Pat, Ed. D.

Date 3.6.14  
Time 2:54 PM  
Received by [Signature]

**IN THE MATTER OF:**

**ADVERSE ACTION APPEAL  
CASE NO. 11-AA06S**

**ELEUTERIO J. MESA,**

**Employee,**

**vs.**

**JUDGMENT OF DISMISSAL**

**DEPARTMENT OF EDUCATION,**

**Management.**

Date 3-06-14  
Time 2:20  
Received by [Signature]

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 on January 28, 2014, which is attached hereto.

**SO ADJUDGED THIS 4<sup>th</sup> DAY OF March 2014.**

[Signature]

**LUIS R. BAZA  
Chairman**

[Signature]

**MANUEL R. PINAUI  
Vice-Chairman**

[Signature]

**PRISCILLA T. TUNCAP  
Commissioner**

Not present

**JOHN SMITH  
Commissioner**

[Signature]

**LOURDES HONGYEE  
Commissioner**

[Signature]

**DANIEL D. LEON GUERRERO  
Commissioner**

[Signature]

**EDITH C. PANGELINAN  
Commissioner**

**ORIGINAL**

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### 1.0 PURPOSE OF AGREEMENT

Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding this matter, in the manner more specifically set forth in the terms of this Agreement that follow.

### 2.0 EMPLOYEE'S OBLIGATION

Employee agrees that he shall withdraw and dismiss the referenced Adverse Action Appeal with prejudice from the Civil Service Commission and further agrees that he shall waive any and all claims for back pay, attorney fees and/or other costs resulting from or relating to this adverse action and this referenced appeal; and,

### 3.0 MANAGEMENT'S OBLIGATION

Management agrees that it shall rescind the referenced adverse action and clear it from the Employee's file and record entirely.

### 4.0 PERFORMANCE ACCEPTED.

The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving all disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or representatives shall not be considered admissions by any of said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied by such negotiations.

### 5.0 ADDITIONAL DOCUMENTS

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

### 6.0 INDEPENDENT ADVICE OF COUNSEL.

1 Each party represents and declares that it has received independent advice from its respective  
 2 attorneys or representative with respect to the advisability of making the settlement provided for  
 3 herein and with respect to the advisability of executing this Agreement. Each party further  
 4 represents and declares that it has not relied upon any statement or representation by the other  
 5 party or of any of its partners, agents, employees, or attorneys in executing this Agreement  
 6 or in making the settlement provided for herein, except as expressly provided for herein.

7 7.0 VOLUNTARY AGREEMENT

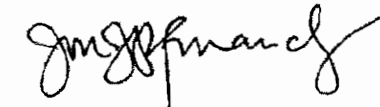
8 Each party represents and declares that it has carefully read this Agreement, that it knows the  
 9 contents of this Agreement, and that it has signed the same freely and voluntarily.

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

12 FOR EMPLOYEE:

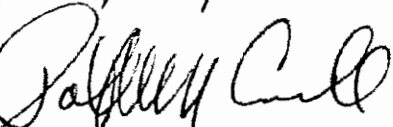
12 FOR MANAGEMENT:

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 16 ELEUTERIO J. MESA  
 Employee

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 16 JON J.P. FERNANDEZ  
 Superintendent of Education

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 18 Date: 1/28/14

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 18 Date: 1/28/14

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 21 PATRICK CIVILLE  
 Attorney for Employee

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 21 ROBERT E. KOSS  
 Lay Representative For Management

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 23 Date: 1/28/14

22  
 23 Date: 1/28/14