

BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



2015 MAY -0 PM 1:13

IN THE MATTER OF:

NATHAN PACO,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 13-AA32T

JUDGMENT OF DISMISSAL

33-17-0429

Office of the Speaker  
Judith I. Won Pat, Ed.D

Date: 05-08-15

Time: 11:35 AM

*[Signature]*

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the attached Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 7<sup>th</sup> day of May 2015.

*[Signature]*  
LUIS R. BAZA  
Chairman

*[Signature]*  
MANUEL R. PINAUI  
Vice-Chairman

*[Signature]*  
PRISCILLA T. TUNCAP  
Commissioner

*[Signature]*  
JOHN SMITH  
Commissioner

*[Signature]*  
LOURDES HONGYEE  
Commissioner

*[Signature]*  
DANIEL D. LEON GUERRERO  
Commissioner

*[Signature]*  
EDITH C. PANGELINAN  
Commissioner

Office of the Legislative Secretary  
Serahy Tina Escob. Milla, Barnes  
Date: 05-08-15  
Time: 11:00  
Received by: *[Signature]*

**ORIGINAL**

0429



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 3 Maina, Guam 96932  
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 Facsimile No.: (671) 477-8019

4 *Counsel for Employee.*

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7 **BEFORE THE CIVIL SERVICE COMMISSION**  
8 **OF GUAM**

9 **In the Matter of:**

10 **NATHAN T. PACO,**

11 Employee,

12 vs.

13 **GUAM FIRE DEPARTMENT,**

14 Management.

**ADVERSE ACTION APPEAL**

**CASE NO.: 13-AA32T**

**STIPULATION OF SETTLEMENT**

15  
16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between  
 18 **NATHAN T. PACO** (hereinafter "Employee") and **GUAM FIRE DEPARTMENT** (hereinafter  
 19 referred to as "Management") as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management on November 18, 2013  
 22 regarding Final Notice of Adverse Actions issued by the Guam Fire Department that terminated him  
 23 from his position with the Guam Fire Department.

24 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")  
 25 for this expeditious resolution of matters in order to provide for certain arrangements in full  
 26 settlement and discharge of the Appeal in fair and equitable means and upon the terms and conditions  
 27 set forth herein.

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STIPULATION OF SETTLEMENT

Re: In the Matter of Nathan T. Pazo v. G.F.D.; Adverse Action Appeal Case No. 13-AA32T

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C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

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

1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the above-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. **Employee's Obligation.**

2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Civil Service Appeal Case No. 13-AA32T with prejudice.

2.2 Employee agrees to resign his position with the Guam Fire Department effective October 30, 2013.

2.3 Employee waives his rights to re-employment because at the time of resignation he was not in good standing.

3. **Management's Obligation.**

3.1 All documents related to or reflecting the Adverse Action shall be expunged from Employee's personnel file and a filed copy of the Settlement Agreement will be the only document reflecting Adverse Action Case No. 13-AA32T as part of the Employee's personnel jacket.

4. **Performance Accepted.**

The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representative shall not be considered 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.

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STIPULATION OF SETTLEMENT

Re: In the Matter of Nathan T. Paco v. G.F.D.; Adverse Action Appeal Case No. 13-AA32T

Page - 3 -

1  
2 5. **Additional Documents.** All parties agree to cooperate fully and execute any and all  
3 supplementary documents and take all additional actions that may be necessary as appropriate to give  
4 full force and effect to the basic terms and intent of this Agreement.

5 6. **Independent Advice of Counsel.** Each party represents and declares that it has  
6 received independent advice from its respective attorneys and representative with respect to the  
7 advisability of making the settlement provided for herein and with respect to the advisability of  
8 executing this Agreement. Each party further represents and declares that it has not relied upon any  
9 statement or representation by the other party or of any of its partners, agents, employees, or  
10 attorneys in executing this Agreement or in making the settlement provided for herein, except as  
11 expressly provided for herein.

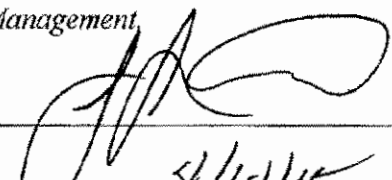
12 7. **Voluntary Agreement.** Each party represents and declares that it has carefully read  
13 this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely  
14 and voluntarily.

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

17 *Employee.*

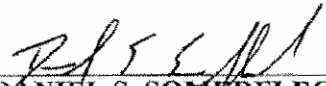
**GUAM FIRE DEPARTMENT**  
*Management*

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19 \_\_\_\_\_  
NATHAN T. PACO

  
\_\_\_\_\_  
DATE: 4/14/15

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22 **SOMERFLECK & ASSOCIATES, PLLC**  
*Attorneys for Employee.*

**OFFICE OF THE ATTORNEY GENERAL**

23  
24 By:   
25 \_\_\_\_\_  
DANIEL S. SOMERFLECK, ESQ.

By:   
\_\_\_\_\_  
BENJAMIN M. ABRAMS, ESQ.,  
*Assistant Attorney General*

26 DATE: 4/14/15  
27

DATE: 14 April 2015  
28