



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ADVERSE ACTION APPEAL
CASE NO. 11-AA18T

MICHAEL A. TERLAJE,

Employee,

JUDGMENT OF DISMISSAL

vs.

DEPARTMENT OF ADMINISTRATION

Management.

9316-13 26
Office of the Speaker
Judith T. Won Pat, Ed.D

Date: 02-03-16

Time: 10:30 AM

Received By: [Signature]

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

SO ADJUDGED THIS 2nd day of February 2016.

[Signature]
EDITH PANGELINAN
Chairperson

Not present
DANIEL LEON GUERRERO
Vice-Chairperson

Not present.
PRISCILLA T. TUNCAP
Commissioner

[Signature]
JOHN SMITH
Commissioner

[Signature]
LOURDES HONGYEE
Commissioner

[Signature]
CATHERINE GAYLE
Commissioner

2016 FEB - 11 PM 12:41
[Signature]

Office of the Legal and Security Services
Date: 02-16
Time: 10:20 a.m.
[Signature]

15-1212



GOV'T OF GUAM
G.S.A.

2015 DEC 21 AM 11:02

RECEIVED

DEPARTMENT OF ADMINISTRATION

DEC 21 2015

DIRECTOR'S OFFICE

Office of the Attorney General
Elizabeth Barrett-Anderson
Attorney General of Guam
Civil Litigation Division
590 S. Marine Corps Drive
Tamuning, Guam 96913 • USA
(671) 475-3324 • (671) 472-2493 (Fax)
www.guamag.org

Attorneys for the Government of Guam

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

In the Matter of:)	ADVERSE ACTION CASE NO. 11-AA18T
)	
MICHAEL A. TERLAJE,)	
)	
Employee,)	
)	STIPULATION FOR SETTLEMENT
vs.)	
)	
DEPARTMENT OF ADMINISTRATION,)	
)	
Management.)	

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between Michael A. Terlaje ("Employee") and the Department of Administration ("Management") as follows:

RECITALS

- A. The Employee was terminated by the agency effective April 29, 2011, as a result of allegations set forth in the Notice of Proposed Adverse Action served on Employee. Employee was served a Notice of Final Adverse Action on April 29, 2011. Employee filed a timely Notice of Appeal with the Civil Service Commission ("CSC").
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") to provide for certain arrangements in full settlement of the adverse action appeal. This Agreement sets forth all of the terms and conditions between the parties, and no other agreements or promises exist other than as set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.
- D. The Agreement is conditioned upon a Judgment being issued by the CSC on all terms. If no Judgment issues based on all of the terms herein, then the Agreement shall be void and the matter shall proceed as an adverse action appeal before the CSC.

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 adverse action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve the matter between themselves as to employee's employment status and the matters referenced in the Notice of Proposed and Final Adverse Action.

2. **Employee's Obligation.**

- 2.1 Employee shall dismiss his adverse action appeal with prejudice and waives his right to further appeal the adverse action and/or to set aside the terms of this Agreement once signed by all parties and counsel. In exchange for the settlement terms herein, Management shall allow Employee to resign retroactive to July 29, 2011.
- 2.2 For settlement purposes Employee shall resign with an effective date of July 29, 2011, close of business.
- 2.3 Employee shall prepare, sign, and submit his letter of resignation to Management's attorney concurrently with his signature on this Agreement as stated herein.
- 2.4 The letter of resignation shall remain in the employee's personnel jacket along with this Agreement and the Notice of Proposed Adverse Action. This Agreement, the letter of resignation, and the Judgment to be received from the CSC based on this Agreement, shall replace and supersede the Notice of Final Adverse Action, which shall be expunged after receipt of the Judgment on which this Agreement is based.
- 2.5 Employee shall not be entitled to any monies, benefits, compensation, and/or attorney's fees and costs, for any period after July 29, 2011. This Agreement does not affect any monies that accrued to employee and which were vested as of April 29, 2011.
- 2.6 Employee waives any and all claims, known and unknown, against Management as of the date of his signature on this Agreement.

2.7 Employee shall pay his own attorney's fees and costs associated with this matter.

3. Management's Obligation.

3.1 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 resignation, effective retroactively to July 29, 2011, (b) the conformed Agreement signed by all parties, and (c) the Judgment issued by CSC dismissing Employee's appeal based on the parties' Agreement.

3.2 This Agreement, the Judgment from CSC based on the Agreement, and the letter of resignation shall replace and supersede the Notice of Final Adverse Action, which shall then be expunged. The Agreement, the Judgment and the letter of resignation shall permanently remain in the employee's personnel file along with the Notice of Proposed Adverse Action.

3.3 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, other than any monies vested and accrued as of July 29, 2011, if any. Employee shall bear his own attorney's fees and costs.

4. Performance Accepted. 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 issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the

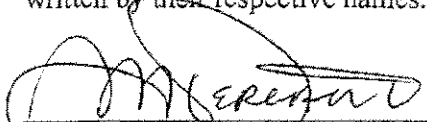
parties or their attorneys or representatives shall not be considered admissions by any of said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied by such negotiations.

5. **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.

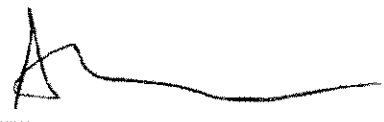
6. **Independent Advice of Counsel.** Each party represents and declares that that party has received independent advice from its respective attorneys or representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement, and/or has been advised to seek such representation and advice and has declined. 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.



MICHAEL A. TERLAJE
EMPLOYEE

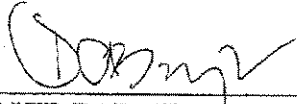


ANTHONY BLAZ
Director, Department of Administration

Date: 23 Dec 2015

Date: DEC 22 2015

APPROVED AS TO FORM AND CONTENT:

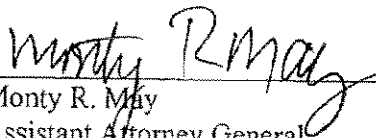


DAVID BABAUTA
Representative for Employee, GFT

Date: 12.23.15

Dated this 23 day of December, 2015.

OFFICE OF THE ATTORNEY GENERAL
Elizabeth Barrett-Anderson, Attorney General

By: 
Monty R. May
Assistant Attorney General