



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

AGUSTIN B. DUENAS JR.,

Employee,

vs.

GUAM WATERWORKS
 AUTHORITY,

Management.

ADVERSE ACTION APPEAL
 CASE NO.: 15-AA13T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 21st day of September 2017.



 EDITH PANGELINAN
 Chairperson



 LOURDES HONGYEE
 Vice-Chairperson

 PRISCILLA T. TUNCAP
 Commissioner

 JOHN SMITH
 Commissioner



 CATHERINE GAYLE
 Commissioner



 MICHAEL G. TOPASNA
 Commissioner

JUDGMENT OF DISMISSAL
 Agustin B. Duenas, Jr. vs. Guam Waterworks Authority
 Adverse Action Appeal Case No.: 15-AA13T

1 **SOMERFLECK & ASSOCIATES, PLLC**
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6 *Counsel for Employee.*



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

9 **IN THE MATTER OF:**

10 **AUGUSTIN B. DUENAS, JR.,**

11 Employee,

12 vs.

13 **GUAM WATERWORKS**
14 **AUTHORITY,**

15 Management.

ADVERSE ACTION APPEAL

CASE NO.:

15-AA13T

STIPULATION OF SETTLEMENT

16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
18 **AUGUSTIN B. DUENAS, JR.** (hereinafter "Employee") and **GUAM WATERWORKS**
19 **AUTHORITY**(hereinafter referred to as "Management") as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management on August 19, 2015
22 regarding Final Notice of Adverse Actions issued by Guam Waterworks Authority that terminated
23 him from his position with Guam Waterworks Authority.

24 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")
25 for this expeditious resolution of this matter 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
27 conditions set forth herein.

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

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

6 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that
7 this Agreement is a Settlement and Compromise of the above-referenced matters. It is the intention
8 of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes
9 between them regarding this matter, in the manner more specifically set forth in the terms of this
10 Agreement that follow.

11 2. **Employee's Obligation.**

12 2.1 Employee shall withdraw the Appeal from the Civil Service Commission and
13 request that the Commission dismiss the Civil Service Appeal Case No. 15-AA13T with prejudice.

14 2.2 Employee agrees to resign his position with Guam Waterworks Authority
15 effective August 3, 2015.

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

17 3.1 All documents related to or reflecting the Adverse Action shall be expunged
18 from Employee's personnel file and a filed copy of the Settlement Agreement will be the only
19 document reflecting Adverse Action Case No. 13-AA17T as part of the Employee's personnel jacket.

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

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

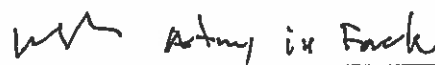
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6. **Independent Advice of Counsel.** Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it 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 it has carefully read this Agreement, that it knows the contents of this Agreement, and that it 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.


Employee.



AUGUSTIN B. DUENAS, JR.

DATE: 5-2-17

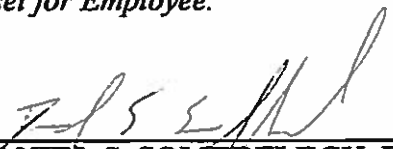
GUAM WATERWORKS AUTHORITY
Management.



MIGUEL C. BORDALLO, P.E.

DATE: 7-20-17


SOMERFLECK & ASSOCIATES, PLLC
Counsel for Employee.

By: 

DANIEL S. SOMERFLECK, ESQ.

DATE: 5/2/17

OFFICE OF THE ATTORNEY GENERAL
Counsel for Management

By: 

KELLY O. CLARK, ESQ.,

DATE: 7/25/17