

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

AARON CRUZ JESSOP,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA17T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 21st DAY OF April 2016.

EDITH PANGELINAN
Chairperson

DANIEL D. LEON GUERRERO
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

ORIGINAL

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Counsel for Employee.



BEFORE THE CIVIL SERVICE COMMISSION
IN THE GOVERNMENT OF GUAM

IN THE MATTER OF)
AARON CRUZ JESSOP,) ADVERSE ACTION APPEAL
Employee,) CASE NO.: 13-AA17T
vs.)
DEPARTMENT OF CORRECTIONS,) STIPULATION OF SETTLEMENT
Management.)

TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **AARON CRUZ JESSOP** (hereinafter "Employee") and **DEPARTMENT OF CORRECTIONS** (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management on May 17, 2013 regarding Final Notice of Adverse Action issued by the Department of Corrections that terminated him from his position with the Department of Corrections.

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

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

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

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

10 2. **Employee's Obligation.**

11 2.1 Employee shall withdraw the Appeal from the Civil Service Commission
12 and request that the Commission dismiss the Civil Service Appeal Case No. 13-AA17T with
13 prejudice.

14 2.2 Employee agrees to resign his position with the Department of Corrections
15 effective May 01, 2013.

16 2.3 Employee waives his rights to re-employment.

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

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

22 4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
23 performance of its obligations specified in this Agreement as a full and complete compromise of
24 matters involving disputed issues; (b) that the negotiations for this settlement (including all
25 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.

5. **Additional Documents.** The Parties shall fully cooperate, execute any and all sup-
plementary documents and take all additional actions necessary as may be appropriate to give

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STIPULATION OF SETTLEMENT

Re: In the Matter of Aaron C. Jessop v. D.O.C.; Adverse Action Appeal Case No. 13-AA17T

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2 full force and effect to the basic terms and intent of this Agreement.

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

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

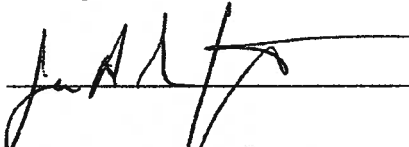
13 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written
14 by their respective names.

15 *Employee.*

16
17 
AARON C. JESSOP

18 DATE: 01/15/16

DEPARTMENT OF CORRECTIONS
Management.


19
20 
DATE: 2-10-15

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

22 By: 
DANIEL S. SOMERFLECK, ESQ.

23
24 DATE: 2/15/16

OFFICE OF THE ATTORNEY GENERAL

25
26 
By: DONNA LAWRENCE, ESQ.,
Assistant Attorney General

27
28 DATE: 2/10/15