



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ARSENIO F. ESPINO,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 15-AA06D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 10 DAY OF MAY 2016.

EDITH PANGELINAN  
Chairperson

DANIEL D. LEON GUERRERO  
Vice-Chairperson

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

LOU HONGYEE  
Commissioner

CATHERINE GAYLE  
Commissioner

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**Attorneys for the Government of Guam**

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

In the Matter of:	)	ADVERSE ACTION CASE NO.
	)	
<b>ARSENIO F. ESPINO,</b>	)	
	)	
Employee,	)	<b>STIPULATION FOR SETTLEMENT</b>
	)	
vs.	)	
	)	
<b>DEPARTMENT OF CORRECTIONS,</b>	)	
	)	
Management.	)	

THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between Arsenio Espino (“Employee”) and The Department of Corrections (“Management”) as follows:

**RECITALS**

A. The Employee was suspended by the agency effective May 1, 2015, as a result of conduct alleged in a Notice of Proposed Adverse Action served on Employee. Employee was served a Notice of Final Adverse Action on May 1, 2015. Employee filed a timely Notice of Appeal with the Civil Service Commission (“CSC”) on May 4, 2014.

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- 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 was served a Notice of Final Adverse Action on May 1, 2015, which demoted him from the position of Correction Officer Supervisor I to a Correction Officer III. Employee and Management shall ask the Civil Service Commission to enter judgment on this appeal as provided for in this settlement and to retain jurisdiction for enforcement of the settlement.

2.2 Employee waives any and all claims, known and unknown, against Management as of the date of his signature on this Agreement.

2.3 Employee shall pay \$3,531.25 of his own attorney's fees associated with this matter, the total of amount of which was \$7,062.50 as of the date the settlement offer was communicated to Management.

**3. Management's Obligation.**

3.1 Management shall withdraw and 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 conformed Agreement signed by all parties, and (b) the Judgment issued by CSC based on the parties' Agreement.

3.2 Employee shall be paid and credited all lost income, benefits, and remuneration due to the adverse action within forty-five (45) days of entry of Judgment and shall be reinstated to his rank and step as though the adverse action had not taken place. Management shall amend Employee's personnel file so as to remove any reference to the Adverse Action, except this settlement, which shall not be construed as discipline or disclosed to any promotion review board or serve as a basis for denying Employee a promotion in the future.

3.3 Management shall pay \$3,531.25 of the employee's attorney's fees associated with this matter, the total amount of which was \$7,062.50 as of the date the settlement offer was communicated to Management within four (4) months of the issuance of a Judgment on this settlement by the CSC.

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

**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

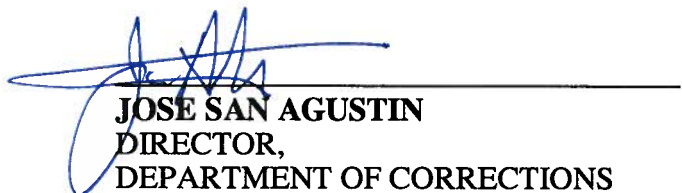
statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

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.


  
\_\_\_\_\_  
**ARSENIO F. ESPINO**  
EMPLOYEE

Date: \_\_\_\_\_

  
\_\_\_\_\_  
**JOSE SAN AGUSTIN**  
DIRECTOR,  
DEPARTMENT OF CORRECTIONS

Date: 3-29-16

**APPROVED AS TO FORM AND CONTENT:**

  
\_\_\_\_\_  
**Curtis C. Van de Veld, ESQ.**  
Attorney for Employee  
Date: 03-29-16

Dated this 30<sup>th</sup> day of March, 2016.

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

By:   
\_\_\_\_\_  
**MONTY R. MAY**  
Assistant Attorney General