IN THE MATTER OF:

BENJAMIN URQUIZU, JR.,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 17-AA06T

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 PANGELNAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

BENJAMIN URQUIZU, JR,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEALS
CSC Case No: 17-AA06T

STIPULATION OF SETTLEMENT

To: The Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
BENJAMIN URQUIZU, JR, (hereinafter “Employee”) and the DEPARTMENT OF
CORRECTIONS (hereinafter referred to as “Management”) as follows:

RECITALS

A. Whereas, the Employee commenced an adverse action appeal against Management with
the Civil Service Commission of Guam on or about May 19, 2017 bearing Adverse Action
Appeal Case No. 17-AA06T arising out of Management’s issuance of a Notice of Final Adverse
Action dated May 19, 2017, which resulted in the termination of Employee.

B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for
all matters to provide for certain arrangements in full settlement and discharge of that Appeal in
fair and equitable means and upon the terms and conditions set forth herein.

C. The terms and conditions of said Agreement shall become operative upon execution of
this Agreement evidenced by the signatories of the parties and approval of the Civil Service
Commission.

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

ORIGINAL
1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced adverse action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, 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 Adverse Appeal 17-AA06T with prejudice.

2.2 Employee agrees to resign from his position as Corrections Officer I with the Department of Corrections effective May 19, 2017 at 10:32 am; and,

2.3 Employee agrees to accept payment of $8,000 as settlement of his claim and that he shall be solely responsible for all tax consequences associated with this Agreement and that Management shall have no liability or responsibility for any tax consequences arising out of this settlement agreement.

3. **Management’s Obligation.**

3.1 Management agrees to rescind its adverse action terminating the Employee on May 19, 2017 at 10:32 am; and,

3.3 Management agrees to accept the Employee’s Letter of Resignation effective May 19, 2017 at 10:32 am; and,

3.4 Management agrees that it shall pay the Employee a sum of $8,000 within ninety (90) of the Commission’s approval of this agreement.

3.5 Management shall not make any deductions from the amount indicated in item 3.4 of this section and Employee shall be solely responsible for all tax consequences of the Agreement and that Management shall have no liability or responsibility for any tax consequences or other costs or fees of any kind whatsoever associated with the Employee’s appeal or this settlement agreement.

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.

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 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.

[Signatures]

BENJAMIN URQUIZU JR.
Employee

Dated: **08/30/17**

ALBERTO LAMORENA, V
Director, Department of Corrections

Dated: **8/31/17**

ROBERT E. KOSS
Employee Representative

Dated: **8/30/17**

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

By: **Debra B. Lefing**
Assistant Attorney General

Dated: **8/30/17**