



**BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS**



**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 21<sup>st</sup> day of September 2017.

  
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**EDITH PANGELINAN**  
Chairperson

  
\_\_\_\_\_  
**LOURDES HONGYEE**  
Vice-Chairperson

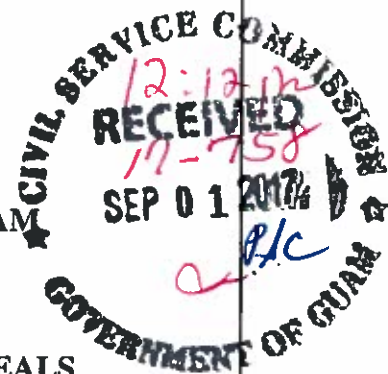
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**PRISCILLA T. TUNCAP**  
Commissioner

\_\_\_\_\_  
**JOHN SMITH**  
Commissioner

  
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**CATHERINE GAYLE**  
Commissioner

  
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**MICHAEL G. TOPASNA**  
Commissioner

**JUDGMENT OF DISMISSAL**  
*Benjamin Urquizu, Jr. vs. Department of Corrections*  
Adverse Action Appeal Case No.: 17-AA06T



BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

BENJAMIN URQUIZU, JR,  
Employee,

ADVERSE ACTION APPEALS  
CSC Case No: 17-AA06T

vs.

STIPULATION OF SETTLEMENT

DEPARTMENT OF CORRECTIONS,  
Management.

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       **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this  
2 Agreement is a Settlement and Compromise of the referenced adverse action appeal. It is the  
3 intention of the parties by the execution of this Agreement to fully, finally and completely  
4 resolve all disputes between them regarding these matters, in the manner more specifically set  
5 forth in the terms of this Agreement that follow.

6       **2. Employee's Obligation.**

7       2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request  
8 that the Commission dismiss Adverse Appeal 17-AA06T with prejudice.

9       2.2 Employee agrees to resign from his position as Corrections Officer I with the  
10 Department of Corrections effective May 19, 2017 at 10:32 am; and,

11       2.3 Employee agrees to accept payment of \$8,000 as settlement of his claim and that he shall  
12 be solely responsible for all tax consequences associated with this Agreement and that  
13 Management shall have no liability or responsibility for any tax consequences arising out  
14 of this settlement agreement.

15       **3. Management's Obligation.**

16       3.1 Management agrees to rescind its adverse action terminating the Employee on May 19,  
17 2017 at 10:32 am; and,

18       3.3 Management agrees to accept the Employee's Letter of Resignation effective May 19,  
19 2017 at 10:32 am; and,

20       3.4 Management agrees that it shall pay the Employee a sum of \$8,000 within ninety (90) of  
21 the Commission's approval of this agreement.

22       3.5 Management shall not make any deductions from the amount indicated in item 3.4 of this  
23 section and Employee shall be solely responsible for all tax consequences of the  
24 Agreement and that Management shall have no liability or responsibility for any tax  
25 consequences or other costs or fees of any kind whatsoever associated with the  
26 Employee's appeal or this settlement agreement.

27       **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts  
28 performance of its obligations specified in this Agreement as a full and complete compromise of  
29 matters involving disputed issues; (b) that the negotiations for this settlement (including all  
30 statements, admissions or communications by the parties of their attorneys or representative shall


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

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

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

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

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

18 

19 **BENJAMIN URQUIZU, JR.**  
Employee

20 Dated: 08/30/17

21 

22 **ALBERTO LAMORENA, V**  
Director, Department of Corrections

23 Dated: 8/31/17

24 OFFICE OF THE  
25 ATTORNEY GENERAL  
26 **Elizabeth Barrett-Anderson,**  
27 Attorney General

28 

**ROBERT E. KOSS**  
Employee Representative

Dated: 8/30/17

By: 

**DEBRA B. LEFING**  
Assistant Attorney General

Dated: 8/30/17