



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



IN THE MATTER OF:

DAVID F. LUJAN,

Employee,

vs.

**GUAM WATERWORKS
AUTHORITY,**

Management.

**ADVERSE ACTION APPEAL
CASE NO.: 17-AA09T**

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 24th day of October 2017.



EDITH PANGELINAN
Chairperson



LOURDES HONGYEE
Vice-Chairperson




PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner



CATHERINE GAYLE
Commissioner



MICHAEL G. TOPASNA
Commissioner

BEFORE THE GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF)	ADVERSE ACTION APPEAL
DAVID F. LUJAN,)	CASE NO. 17AA09T
)	
Employee,)	
)	SETTLEMENT STIPULATION
vs.)	
THE GUAM WATERWORKS AUTHORITY,)	
)	
Management.)	

THIS STIPULATION OF SETTLEMENT is by and between DAVID F. LUJAN ("Employee") and GUAM WATERWORKS AUTHORITY ("Management") as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 17AA09T. The Employee appealed Management's issuance of a Final Notice of Adverse Action issued which resulted in a Dismissal.
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") to provide for certain arrangements in full settlement and discharge of the Appeal and upon the terms and conditions 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.

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 referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

ORIGINAL

2. Employee's Obligation.

- 2.1. Employee shall immediately withdraw the Appeal from the Civil Service Commission and request the Commission dismiss the Appeal with prejudice.
- 2.2. Employee agrees to a thirty (30) day suspension beginning June 23, 2017 and ending at C.O.B. on August 4, 2017 as a result of the Final Adverse Action.
- 2.3. Employee shall pay his own attorney's fees and costs.

3. Management's Obligation.

- 3.1 Management shall place Employee in a position to be determined by the GWA General Manager with full benefits upon signing and acceptance by the Commission of this settlement agreement.
 - 3.2 Management agrees to place Employee to his previous rate/pay that he held upon receiving his Final Notice of Adverse Action.
 - 3.3 Management agrees that the Employee shall be entitled to back pay from the ending date of his suspension period or August 4, 2017 to the date the Employee's signature is affixed below.
- 4. Performance Accepted.** The parties each agree and acknowledge: (a) that the party accepts performance of its obligations specific 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 representative 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 terms and intent of

this Agreement within thirty (30) days of the Commission's approval of this agreement evidenced by the signing of its judgment.

6. **Independent Advice of Counsel.** Each party represents and declares it 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. 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, 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:



DAVID F. LUJAN
Employee

Date: 10.13.17



PAUL J. KEMP
GWA General Manager (Acting)

Date: 10/13/2017



ROBERT KOSS
Lay Representative for Employee



KELLY O. CLARK
GWA General Counsel