



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

JEFFREY SAN NICOLAS,

Employee,

vs.

DEPARTMENT OF CHAMORRO
 AFFAIRS,

Management.

ADVERSE ACTION APPEAL
 CASE NO. 16-AA22T

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 25 DAY OF August 2016.


 EDITH PANGELINAN
 Chairperson

not present
 PRISCILLA T. TUNCAP
 Commissioner


 LOURDES HONGYEE
 Commissioner


 DANIEL D. LEON GUERRERO
 Vice-Chairperson


 JOHN SMITH
 Commissioner


 CATHERINE GAYLE
 Commissioner

ORIGINAL

1 **SOMERFLECK & ASSOCIATES, PLLC**
866 Rte. 7, Nelson Bldg. #102
2 Maina, Guam 96932
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4 *Counsel for Employee.*



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

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9 **IN THE MATTER OF:**

10 **JEFFREY SAN NICOLAS,**

11 Employee,

12 vs.

13 **DEPARTMENT OF CHAMORRO
AFFAIRS,**

14 Management.

ADVERSE ACTION APPEAL

CASE NO.: 16-AA-22T

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17 **STIPULATION OF SETTLEMENT**

18 **TO: THE CIVIL SERVICE COMMISSION OF GUAM**

19 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between**
20 **JEFFREY SAN NICOLAS**(hereinafter “Employee”) and **DEPARTMENT OF CHAMORRO**
21 **AFFAIRS** (hereinafter referred to as “Management”) as follows:

22 **RECITALS**

23 A. The Employee commenced an appeal against Management in CCS Case No.
24 16-AA22T, regarding Termination issued by Management effective June 30, 2016.

25 B. The Employee commenced a Grievance against Management regarding a letter of
26 Reprimand issued by Management on February 4, 2016

27 C. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”)
28 for this expeditious resolution of matters in order to provide for certain arrangements in full
settlement and discharge of both the Appeal and the Grievance in fair and equitable means and upon

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the terms and conditions set forth herein.

D. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

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 above-referenced matters. 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.** Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal in 15-AA22T with prejudice and shall withdraw the Grievance regarding the Letter of Reprimand.

3. **Management's Obligation.**

3.1 Management shall reinstate the Employee immediately to his position, rescind and expunge its Letter of Reprimand dated February 4, 2016 and Termination of Employment dated, June 30, 2016.

3.2 Management agrees Employee shall receive back pay for all wages withheld from Employee during the period from termination on June 30, 2016 until he is reinstated.

3.3 Management agrees Employee shall be credited with all sick leave and annual leave that he would have accrued during the period from termination on June 30, 2016 until he is reinstated.

3.4 Management shall deduct Employee's retirement contribution from his back pay and then pay both Employee's and Management's contributions to the Government of Guam Retirement Fund during the period from termination on June 30, 2016 until he is reinstated.

3.5 Management agrees to pay to Employee's Attorney Daniel S. Somerfleck One Thousand Dollars (\$1,000.00) for reasonable attorneys fees and costs.

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2 4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
3 performance of its obligations specified in this Agreement as a full and complete compromise of
4 matters involving disputed issues; (b) that the negotiations for this settlement (including all
5 statements, admissions or communications by the parties of their attorneys or representative shall not
6 be considered by any of said parties; (c) and that no past or present wrong doing on the part of the
7 parties shall be implied by such negotiations.

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

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

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

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

23 *Employee.*

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26 JEFFREY A. SAN NICOLAS

27 **DATE:** 8-5-16

**DEPARTMENT OF CHAMORRO
AFFAIRS**

Management.

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JOHNNY SABLAN, President

DATE: 8-5-2016

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STIPULATION OF SETTLEMENT

Re: Jeffrey San Nicolas v. Department of Chamorro Affairs; Adverse Action Appeal Case No. 16-AA22T

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SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee.

OFFICE OF THE ATTORNEY GENERAL
Attorneys for Management

By: 
DANIEL S. SOMERFLECK, ESQ.

By: 
ROBERT M. WEINBERG, ESQ.

DATE: 8/5/16

DATE: 8/5/16