BEFORE THE
GUAM CIVIL SERVICE COMMISSION

IN THE MATTER OF:

KEVIN GUERRERO,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA25S

WHISTLEBLOWER COMPLAINT
CASE NO. 13-WB-02

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and Whistleblower Complaint signed by Employee and Lay Representative on November 18, 2014, and Stipulation of Settlement signed by both parties, attached hereto.


LUIS R. BAZA
Chairman

MANUEL R. PINAQUIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

Judgment of Dismissal
Page 1 of 1
Guam Federation of Teachers

Before the Civil Service Commission
In the Government of Guam

IN THE MATTER OF:
KEVIN GUERRERO
Employee,

vs.

GUAM POLICE DEPARTMENT,
Management.

CASE NO#13-AA25S
CASE NO#13-WB-02

WITHDRAWAL OF ADVERSE ACTION APPEAL AND WHISTLE BLOWER COMPLAINT WITH PREJUDICE

TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING MANAGEMENT REPRESENTATIVE OF RECORD

Comes Now, the Employee in the above Captioned and Numbered Civil Service Commission Case, by and through his authorized representative of record, and hereby enters this Withdrawal of Adverse Action Appeal and Whistle Blower Complaint. Management and the Employee have come to a Settlement Agreement; of which an integral portion thereof is a dismissal of the Civil Service Commission Case #14-AA25S and 13-WB-02.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case; in accordance with the above referenced Settlement Agreement with Management.

Submitted on the 18 day of November, 2014 by:

KEVIN GUERRERO
Employee

DAVID C BABAUTA
GFT Representative

GFT, AFT Local 1581  P. O. Box 2301, Hagåtña, Guam 96932  Tel 671.735.4390  Fax 671.734.8085  www.gftunion.com
Representative for Employee:

**In The Matter Of:**

KEVIN GUERRERO, Employee,

vs.

GUAM POLICE DEPARTMENT, Employer.

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**SETTLEMENT STIPULATION**

**CIVIL SERVICE COMMISSION**
**ADVERSE ACTION APPEAL**
**CASE NO.: 13-AA25S**

THIS STIPULATION OF SETTLEMENT is made this 30th day of Sept., 2014; by and between KEVIN GUERRERO ("Employee") and GUAM POLICE DEPARTMENT ("Management") and its terms and conditions are as follows:

**RECITALS**

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 13-AA25S. The employee appealed Management’s issuance of a Final Notice of Adverse issued which resulted in a Five Day (5) Suspension.

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.

2. **Employee’s Obligation.**
   2.1 Employee shall withdraw the Adverse Action Appeal and Whistle Blower Complaint
   2.2 Employee shall pay his own attorney’s fees and costs.

3. **Management’s Obligation.**
   3.1 Management shall expunge the Notice of Proposed Adverse Action and Final Notice of Adverse Action.
   3.2 Management shall back pay employee all wages and benefits for the five (5) day suspension as listed in the Final Notice of Proposed Adverse Action dated July 9, 2013.
   3.3 Management agrees to treat the employee fair and equitably; equally as with all other employees
   3.4 Management shall pay its own attorney’s fees and costs.

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. 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:

KEVIN GUERRERO,  
Employee  

Date: 9/20/14

FRED BORDALLO,  
Chief of Police, Guam Police Department  

Date: 9/26/14

DAVID BABAUTA,  
Lay representative for Employee  

Date: 9/20/14

MONTY MAW,  
Assistant Attorney General  

Date: 9/26/14