BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

MICHAEL G. MARTINEZ,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA37T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS ___ day of ___ 2015.

LUIS R. BAZA
Chairman

MANUEL R. PINAUD
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

EDITH CI-PANGELINAN
Commissioner

Judgment of Dismissal
CASE NO. 13-AA37T
Representative for Employee

In The Matter Of:

MICHAEL G. MARTINEZ,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEAL CASE NO.: 13-AA37T

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is made by and between MICHAEL G. MARTINEZ (“Employee”) and the GUAM DEPARTMENT OF CORRECTIONS (“Management”) as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 13-AA037T. The employee appealed from Management’s issuance of a Final Notice of Adverse Action issued; which resulted in the employee’s termination.

B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) to provide for certain arrangements in full and final settlement and discharge of the Appeal; and upon the terms and conditions set forth herein.
C. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize 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 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 from the Civil Service Commission and request that the Commission dismiss the Appeal with prejudice.

2.2 Employee agrees to resign from the Department of Corrections effective December 17, 2013

2.3 The employee shall not have any re-employment rights to the Department of Corrections

2.4 Employee shall pay its own attorney fees and costs

3. **Management’s Obligation.**

3.1 Management shall expunge the Final Notice of Adverse Action documents filed relating to this case from the employee’s personnel file.

3.2 Management agrees a Letter of Resignation from the employee
3.3 Management shall pay its own attorney 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 attorney 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:

MICHAELOG. MArTNEZ, Employee

Date: 6/16/15

JOSE A. SAN AGUSTIN, Director, Department of Corrections

Date: 6/16/15

DAVID BABAUTA, Lay Representative for Employee

Date: 6/16/15

MONTY MAV, Legal Counsel for Management

Date: June 16, 2015