



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

NATHAN PACO,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA32T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 7th day of May 2015.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL



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

9 **In the Matter of:**

10 **NATHAN T. PACO,**

11 Employee,

12 vs.

13 **GUAM FIRE DEPARTMENT,**

14 Management.

ADVERSE ACTION APPEAL

CASE NO.: 13-AA32T

STIPULATION OF SETTLEMENT

15
16 **TO: *THE CIVIL SERVICE COMMISSION OF GUAM***

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
18 **NATHAN T. PACO** (hereinafter “Employee”) and **GUAM FIRE DEPARTMENT** (hereinafter
19 referred to as “Management”) as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management on November 18, 2013
22 regarding Final Notice of Adverse Actions issued by the Guam Fire Department that terminated him
23 from his position with the Guam Fire Department.

24 B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”)
25 for this expeditious resolution of matters in order to provide for certain arrangements in full
26 settlement and discharge of the Appeal in fair and equitable means and upon the terms and conditions
27 set forth herein.

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2 C. The terms and conditions of said Agreement shall become operative upon execution
3 of this Agreement.

4 NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the
5 parties agree as follows:

6 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this
7 Agreement is a Settlement and Compromise of the above-referenced matter. It is the intention of the
8 parties by the execution of this Agreement to fully, finally and completely resolve all disputes between
9 them regarding this matter, in the manner more specifically set forth in the terms of this Agreement
10 that follow.

11 2. **Employee's Obligation.**

12 2.1 Employee shall withdraw the Appeal from the Civil Service Commission and
13 request that the Commission dismiss the Civil Service Appeal Case No. 13-AA32T with prejudice.

14 2.2 Employee agrees to resign his position with the Guam Fire Department
15 effective October 30, 2013.

16 2.3 Employee waives his rights to re-employment because at the time of
17 resignation he was not in good standing.

18 3. **Management's Obligation.**

19 3.1 All documents related to or reflecting the Adverse Action shall be expunged
20 from Employee's personnel file and a filed copy of the Settlement Agreement will be the only
21 document reflecting Adverse Action Case No. 13-AA32T as part of the Employee's personnel jacket.

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

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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 it has received independent advice from its respective attorneys and 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, that it knows the contents of this Agreement, and that it 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.

Employee.

GUAM FIRE DEPARTMENT
Management.



NATHAN T. PACO



DATE: 4/14/15

SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee.

OFFICE OF THE ATTORNEY GENERAL

By: 

DANIEL S. SOMERFLECK, ESQ.

By: 

BENJAMIN M. ABRAMS, ESQ.,
Assistant Attorney General

DATE: 4/14/15

DATE: 14 April 2015